TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 77.

TALMADGE E. BROWN AND JARVIS LANGDON, APPELLANT,

vs.

THE COUNTY OF BUENA VISTA, IOWA.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

FILED JUNE 9, 1875.

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3 Pleas in the circuit court of the United States of America for the district of Iowa, at a term thereof begun and holden at the United States court-room in the city of Des Moines, in the State of Iowa, and district aforesaid, on the second Monday of October, it being the 12th day of October, A. D. 1874, before the Hon. John F. Dillon, United States circuit judge for the eighth circuit, and Hon. James M. Love, United States district judge for said district of Iowa.

4 Be it remembered that heretofore, to wit, on the 29th day of July, A. D. 1873, the county of Buena Vista, Iowa, by its attorneys, Mess'rs Parsons & Lewis, filed in the clerk's office of the circuit court of the United States for the district of Iowa its bill of complaint against Jarvis Langdon and T. E. Brown; which said bill of complaint is in the words and figures following, to wit:

In the United States circuit court for the district of Iowa.

THE COUNTY OF BUENA VISTA, IN THE STATE of Iowa,
against
JARVIS LANGDON AND TALMADGE E. BROWN.

5 To the honorable the judges of the circuit court of the United States for the district of Iowa:

Complaining, your orator, the County of Buena Vista, a citizen of the State of Iowa, brings its suit against the above-named Jarvis Langdon, a citizen of the State of New York, and Talmadge E. Brown, a citizen of the State of Iowa, and respectfully shows that heretofore, to wit, on the 25th day of October, 1865, the said Jarvis E. Langdon obtained a judgment in this court against your orator for the sum of six thousand two hundred and fifty-nine dollars and thirty-two cents; that said judgment appears to have been obtained upon an admission of the service of the summons thereon, made by one W. S. Jameison, who assumed to be and to act as the clerk of said county.

6 Your orator alleges that no service of said summons was made upon any officer of your orator, or upon any one authorized to act for or to admit service of summons upon your orator.

That the said W. S. Jameison fraudulently, and with intent to aid the said Langdon, his attorneys, agents, and representatives, and especially the said T. E. Brown, in obtaining judgment against your orator, at the county of Woodbury, and not at the said county of Buena Vista, made such admission of service, without having authority as an officer of your orator, and without being in any way thereunto authorized.

That no other or further service of said summons, or of any process in said action, was made upon your orator; that said judgment was rendered by default that your orator in no way appeared in said action.

7 Your orator further shows that said judgment was obtained upon certain pretended county warrants; that four of said pretended warrants were fraudulently issued by the said W'm S. Jameison, pretending to act as the clerk of the district court of the State of Iowa for said county of Buena Vista, without any order therefor by the board of supervisors of said county, and without the knowledge of said board of supervisors, or of any member thereof, and without any consideration or pretended consideration therefor.

That said pretended county warrants are in form as follows:

"$1,000.] [No. 71.

"STATE OF IOWA, *Buena Vista County:*

"CLERK'S OFFICE, *June* 6, 1864.

"The treasurer of Buena Vista County, Iowa, will pay Oliver Moore or bearer the sum of one thousand dollars out of the county fund
8 in the treasury not otherwise appropriated.

"By order of the county board of supervisors.

{SEAL OF THE CLERK OF THE DISTRICT COURT OF BUENA VISTA COUNTY, IOWA.} "Attest:

"W. S. JAMEISON,
"*Clerk.*"

"$1,000.] [No. 75.

"STATE OF IOWA, *Buena Vista County:*

"CLERK'S OFFICE, *June* 6, 1864.

"The treasurer of Buena Vista County, Iowa, will pay Oliver Moore or bearer the sum of one thousand dollars out of the county fund in the treasury not otherwise appropriated.

"By order of the county board of supervisors.

{SEAL OF THE CLERK OF THE DISTRICT COURT OF BUENA VISTA COUNTY, IOWA.} "Attest:

"W'M S. JA MEISON,
"*Clerk.*"

9 "$1,000.] [No. 76.

"STATE OF IOWA, *Buena Vista County, ss:*

"CLERK'S OFFICE, *June 9th*, 1864.

"The treasurer of Buena Vista County, Iowa, will pay Oliver Moore or bearer the sum of one thousand dollars out of the county fund in the treasury not otherwise appropriated.

"By order of the county board of supervisors.

{SEAL OF THE CLERK OF THE DISTRICT COURT OF BUENA VISTA COUNTY, IOWA.} "Attest:

"W. S. JAMEISON, *Clerk.*"

10 "$1,000.] [No. 77.

"STATE OF IOWA, *Buena Vista County, ss:*

"CLERK'S OFFICE, *June* 9, 1864.

"The treasurer of Buena Vista County, Iowa, will pay Oliver Moore or bearer the sum of one thousand dollars out of the county fund in the treasury not otherwise appropriated.

"By order of the county board of supervisors.

{SEAL OF THE CLERK OF THE DISTRICT COURT OF BUENA VISTA COUNTY, IOWA.} "Attest.

"W'M S. JAMEISON, *Clerk.*"

That each of said county warrants was endorsed as follows:

"Presented June 11, 1864.

"W'M S. LEE, *Treas.*"

And that there was no other or further endorsement thereupon.

Your orator further says that the said Moore & Jameison con-
11 federated to cheat and defraud your orator by the issuing and putting into circulation of the said county warrants; that they well knew that they were issued without authority, and without any consideration therefor; that afterwards, to wit, on or about the 1st day of July, 1864, the said Jameison and Moore delivered the said pretended county warrants to the said T. E. Brown for the sole purpose that an action might be brought thereupon in this court; that the said Langdon had no knowledge of any pretended purchase thereof, and no interest in said warrants above described, or any of them.

That afterwards, to wit, on or about the 30th day of August, 1864, the said T. E. Brown fraudulently caused said action to be commenced in this court, the said Brown, his agents and attorneys, well
12 knowing that said warrants did not belong to the said Langdon, and that this court had no jurisdiction of said action.

That said Moore and Jameison fraudulently colluded with said Brown, his agents, attorneys, and representatives, to enable him to obtain judgment in said action by default, and without the knowledge of any of the officers of said county, all of the said parties well knowing that the pretended county warrants above set forth and described were fraudulently issued by the said Jameison, without authority and without consideration received by the said county therefor.

That none of the officers of said county had any knowledge of the bringing of said action at any time prior to the said judgment, nor until a long time thereafter, to wit, prior to the 1st day of June, 1871; that it was then fraudulently and falsely represented to the board of su-
13 pervisors of said county, by the agents and representatives of the said Brown, that said judgment was obtained upon valid county warrants, duly issued by order of said board of supervisors; that none of the members of said board, as then constituted, had any knowledge in respect thereto; that said Moore and Jameison had prior thereto absconded, and had taken away or destroyed all the records, minute-books, warrant-books, and all other books of said county in any way relating to the acts, doings, and proceedings of the board of supervisors in respect to the management of its fiscal affairs and the issuing of county warrants; all of which was well known to the said Brown, his agent or attorneys.

That your orator, induced by such representation, prior to the 13th day of December, 1871, paid upon said judgment the sum of three
14 thousand eight hundred and seventy-seven dollars and sixty-seven cents.

That your orator was, prior to the month of May, 1872, wholly unable to ascertain, except from the agents and attorneys of said Brown, for what said judgment was obtained; that prior thereto no papers of any kind in respect to said action could be found among the records or papers of this court, or in the office of the clerk thereof; that you orator made repeated inquiries therefor, and was uniformly informed by the clerk that no such papers were in his office.

That at the time aforesaid the attorney of your orator obtained from said clerk the papers and pretended county warrants aforesaid; that

prior thereto your orator had no knowledge of the fraud aforesaid.

15 Your orator further shows that said T. E. Brown has at all times claimed to be the owner of said judgment; that upon the 11th day of June, 1871, he filed in the office of the clerk of this court an instrument purporting to have been executed and acknowledged by the said Langdon, and to assign to the said Brown the said judgment, which your orator prays may be considered a part hereof.

Your orator further says that the amount paid as aforesaid exceeds the sum at any time actually due, payable, or owing by your orator to either the said Langdon or said Brown by reason of any indebtedness set forth in the petition in said action, or upon any county warrant therein alleged to have been issued by it, other than the four pretended warrants herein set forth and described.

16 To the end, therefore, that the said Jarvis Langdon and Talmadge E. Brown may, if they can, show cause why your orator should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answers make to such of the several interrogatories hereinafter numbered and set forth as by the note hereunder written they are respectively required to answer, that is to say:

1st. Of whom did you obtain the four county warrants described herein?

2nd. Were they delivered to you in person? If so, when and where and from whose hands did you receive them?

17 3rd. State whether you were personally acquainted with W. S. Jameison & Oliver Moore, or either of them; if so, when and where you became acquainted with them; if you had any business with them, or either of them, in the course of which you received the four warrants described. State what the business was and by whom it was transacted upon your part.

4th. If you answer the last interrogatory by stating that you received the said county warrants from said Jameison and Moore, or either of them, state what you paid for them, if anything, how such payment was made, and when and where the business was done, who were present, and what was said.

18 5th. State where and in whose hands said warrants were after you purchased or obtained them, and prior to the commencement of the action upon them.

6th. State whether you employed an attorney to bring said action; if so, state his name, and whether you personally delivered the warrants into his possession; if so, where & when.

7th. State what sum you have received, if any, in payment upon said judgment.

And your orator prays that said judgment may, in so far as the same is based upon the four pretended county warrants aforesaid, be vacated and set aside, and the said defendants, and each of them, their

19 agents and attorneys, be forever enjoined from collecting the same, and that the said several pretended county warrants be declared wholly null & void; and that your orator may have such other and further relief as may be agreeable to equity.

And may it please your honors to grant to your orator a writ of subpœna of the United States of America, directed to the said Jarvis Langdon & Talmage E. Brown, defendants, commanding them on a day certain, therein to be named, and under a certain penalty, to be and appear in this honorable court, then and there to answer all and singular the

premises, and to stand to & perform and abide such further orders, directions, and decrees as may be made against them.

And your orator will ever pray.

(Signed) PARSON & LEWIS,
Solicitors for Complainant.

20 Each of the defendants is required to answer all of the interrogatories contained in the bill numbered from one to seven.

(Signed) PARSONS & LEWIS,
Complainant's Solicitors.

(Endorsed:) Filed Jul. 29, 1873. George B. Corkhill, clerk.

21 On the same day, to wit, the 29th day of July, 1873, said complainant, by its said attorneys, filed in said clerk's office its bond for costs in said cause; which said bond for costs is in the words and figures following, to wit:

In the circuit court of the United States for the district of Iowa.

THE COUNTY OF BUENA VISTA, STATE OF IOWA, } Circuit court, Oct.
vs. } term, A. D. 1873.
JARVIS LANGDON & TALMAGE E. BROWN. }

22 I enter myself security for costs in this cause, and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court, and in default of payment by the plaintiff of any costs ordered or adjudged to be paid by it, hereby agree and stipulate that execution may issue against my property for any costs taxed against plaintiff.

Dated this 29th day of July, A. D. 1873.

(Signed) J. P. FOSTER.

(Endorsed:) No. . Circuit court of the United States, district of Iowa. The County of Buena Vista, Iowa, vs. Jarvis Langdon & T. E Brown. Bond for costs. Filed Jul. 29, 1873. George B. Corkhill, clerk.

23 And on the 29th day of July, A. D. 1873, there was issued by the clerk of said court a subpœna to Jarvis Langdon and Talmage E. Brown; which said subpœna is in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Iowa:

The President of the United States to Jarvis Langdon & Talmage E. Brown:

We command you, and each of you, that you appear before the judges of the circuit court of the United States for the district of Iowa, at Des Moines, on the second Monday of October, it being the 13th day of October
24 next, (A. D. 1873,) to answer to the bill of complaint to the County of Buena Vista, in the State of Iowa, this day filed in the office of the clerk of said court, and then and there to receive and abide by such judgment & decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

To the marshal of the district of Iowa, returnable to the September rule-day, it being Monday, the first day of September, A. D. 1873.

Witness the honorable Nathan Clifford, sen. associate justice of the Supreme Court of the United States, at Des Moines, this the 29th day of July, A. D. 1873, and of the Independence the ninety-eighth year.

[L. S.] (Signed) GEORGE B. CORKHILL, *Clerk.*

25 MEMORANDUM.—The within-named defendants are notified that unless they enter their appearance in the clerk's office of said court, at Des Moines aforesaid, on or before the day to which the above writ is returnable, as above stated, the complaint will be taken against them as confessed and a decree entered thereon accordingly.

[L. S.] (Signed) GEORGE B. CORKHILL, *Clerk.*

Afterwards, to wit, on the 13th day of August, 1873, said subpœna was returned & filed in said clerk's office by the marshal of said district, with his return of service endorsed thereon; which said return is in the words and figures following, to wit:

This writ came into my hands for service on the 29th day of July, A. D. 1873, and I served the same on the within-named Talmage E.
26 Brown, August 8th, 1873, by reading the same to Hannah Brown, wife of said T. E. Brown, a free white person, and member of his family, over 14 years of age, and by delivering a true copy to said Hannah Brown, at the usual place of residence of said T. E. Brown, at Des Moines, in the county of Polk, and State of Iowa.

Said T. E. Brown not found, and said Jarvis Langdon not found in this district.

PETER MELENDY, *U. S. Marshal,*
By A. BOWERS, *Deputy.*

Marshal's fees: Mileage, 2 miles, $ .12; service on , 2.00; copy, 1.00—3.12.

(Endorsed:) Filed Aug. 13, 1873. George B. Corkhill, clerk.

27 Afterwards, to wit, on the 14th day of October, the same being of the October term, 1873, of said court, there appears in the record of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa. October term, 1873
Tuesday, October 14, 1873.

THE COUNTY OF BUENA VISTA, IOWA,
vs.
JARVIS LANGDON & T. E. BROWN. } No. 416. Eq.

This cause coming on for hearing, pl'ff appears by Parsons & Lewis, and def'ts by Gatch, Wright & Runnells, and by consent of parties it is ordered that the default and order for a decree pro confesso heretofore entered herein at rule-day be, and is hereby, set aside, and that def'ts have sixty days from this date to answer herein, and that this cause stand continued.

28 Afterwards, to wit, on the 5th day of November, 1873, the same being of the October term, 1873, of said court, there appears

in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa. October term, 1873.
Wednesday, November 5, 1873.

COUNTY OF BUENA VISTA
vs.
BROWN & LANGDON. } No. 416. Eq.

In this cause it is ordered that evidence on behalf of the parties may be taken orally before examiners, and Lott Thomas and E. R. Mason are hereby appointed examiners on behalf of complainant, and it is ordered that the clerk may appoint any examiner or examiners defendants may name on their own behalf; this order not to preclude parties from taking evidence on commission, if so advised, and time to take evidence is extended until next term.

29 Afterwards, to wit, on the 15th day of December, A. D. 1873, said respondent T. E. Brown, by his att'ys, Mess. Joy & Wright, and Gatch, Wright & Runnells, filed in said clerk's office his answer in said cause; which said answer is in the words and figures following, to wit:

Answer.

In the circuit court of the United States for the District of Iowa.

THE COUNTY OF BUENA VISTA, IN THE STATE of Iowa,
vs.
JARVIS LANGDON AND TALMAGE E. BROWN.

30 Now comes the defendant Talmage E. Brown, and for answer to so much of plaintiff's bill of complaint as he is advised it is material or necessary for him to answer unto, answering says:

I. That the said plaintiff ought not to have and maintain this action, for that both the plaintiff and the defendant are residents and citizens of the State of Iowa, and in actions of this nature between citizens of this State this court has no jurisdiction.

II. That the plaintiff is estopped by its laches from maintaining this action, for that with full knowledge of the rendition of the said judgment in this court, the said plaintiff has acquiesced in said judgment, and since its rendition in October, 1865, has levied and collected taxes to pay the same.

31 III. And further answering, this defendant denies each and every allegation in said bill contained not herein expressly admitted, and expressly denies all fraud, collusion, and bad faith charged in said bill in the purchase of said warrants in said bill of complaint described, and in the procuring of judgment thereon, and the levying and collecting of taxes to pay the same, and denies that the plaintiff in said action, Jarvis Langdon, had no interest in said warrants at the time of the commencement of said suit, and denies that the summons in the said case was served upon the county clerk of said county of Buena Vista in Woodbury County, and denies all combination and collusion with the said Jameison, and that there was any understanding or agreement between the defendants, his agents, attorneys, and representatives, which

enabled said Jarvis Langdon to obtain judgment in said action,
32 and denies that there was any concealment from any officer of said county of the pendency of said action, and that the officers of said county did not know in regard to the bringing of said suit and the obtaining of said judgment, and denies that he had any knowledge of the issuing of said warrants, and the consideration received by the county therefor.

IV. And further answering, the defendant admits that Jarvis Langdon, on the 25th day of October, 1865, recovered the judgment described in said bill of complaint against the plaintiff herein; that the same was recovered upon county warrants of said Buena Vista.

V. Defendant further avers that, in good faith and for a valuable consideration, he purchased the warrants upon which the said judg-
33 ment was rendered without any knowledge in regard to any fraud or want of consideration for the issuing of the same, and that he was informed, and so avers the fact to be, that all of said warrants were issued upon a recorded vote of the board of supervisors of said county, and for a valuable consideration had and received by the said county; that there was no understanding or agreement with said W'm S. Jameison, or any other officer of said county, in regard to allowing a judgment to be rendered thereon.

VI. And further answering, defendant avers that after he purchased the said warrants, the same were transferred to said Jarvis Langdon before the commencement of said suit to secure the payment of a large sum of money this defendant then owed the said Langdon, and that the
34 said warrants were held as collateral security by said Langdon to secure the payment of said debt at the time of the commencement of said suit and the rendition of said judgment thereon.

VII. And further answering, this defendant avers that the summons in said suit was served upon W'm S. Jameison, who was then the county clerk of said county of Buena Vista, within the said county, by reading the same to him and giving him a true copy thereof, and that the said Jameison wrote upon said summons an acknowledgement, over his own signature, of full and complete service of said summons upon him, and that the officers of said county had knowledge of the service of said summons, and the pendency of said suit, but that the said complainant herein had no defense in justice & right to said action, and for that reason did not attempt to make a defense therein.

35 VIII. And defendant further avers that a certified transcript of said judgment was filed in the office of the clerk of the district court of Buena Vista County, on the 29th day of January, 1866, and that ever since that time it has been and now is a part of the records of said county, and that the officers of said county had full knowledge that said judgment had been rendered, and that a transcript thereof had been filed in the clerk's office of said county, and that ever since the rendition of such judgment the complainant has acquiesced therein, and in the years of 1870 & 1871 the board of supervisors of said county levied a judgment-tax for the purpose of paying off the said judgment, and have collected and paid over upon said judgment, during the
36 years of 1871 & 1872, the sum of $2,885.97, and that there is now in the treasury of said county, of the money collected under the levy of the judgment-tax to pay said judgment, the sum of $1,829.27, which the plaintiff neglects and refuses to pay to the owner of said judgment, and defendant denies that he, his agents or attorneys, made any false representations to induce the board of supervisors of Buena

Vista County to levy said taxes and make said payments on said judgment.

IX. And further answering, defendant denies that he has always claimed to be the owner of said judgment, but avers that the said judgment was held as collateral security, and owned by the said Langdon until the 11th day of January, 1866, at which time the said
37 judgment was sold and assigned to this defendant, & that this defendant retained and was the owner of said judgment until about the 6th day of October, 1871, when he sold and transferred the same to Charles J. Langdon, who holds the same as collateral security for the payment of a debt to become due the said Langdon from this defendant.

X. And this defendant, further answering, says that he has never had the custody or control of the records of the board of supervisors of Buena Vista County, and has no knowledge in regard to what disposition has been made of the records of said county.

XI. And further answering, defendant avers that since the 25th day of October, 1865, the said warrant' described in said complaint
38 have been in the custody of the clerk of this court, and the pleadings in said case have been a part of the records of this court, and defendant charges and avers that it was through negligence and carelessness that plaintiff did not sooner find the record in this suit.

And that this defendant and his assignee have in good faith acted and relied upon the validity of said judgment, as they lawfully might, and that in equity this plaintiff, by its acquiesence in and payment of a part of said judgment, is estopped from now questioning the validity thereof.

XII. And further answering, this defendant avers that the complainant ought not to have and maintain this action, for that more than five years had elapsed since the said cause of action accrued to complainant before the filing of the bill of complaint, and the said
39 cause of action is barred by the statute of limitations.

XIII. And further answering to the several interrogatories propounded by the complainant, this defendant, in answering to the first interrogatory, says:

1st. That he bought said warrants of B. F. Allen, and assigned the same, together with the other warrants upon which said suit was brought, to Jarvis Langdon, the plaintiff in said action, as collateral security for the payment of a debt that he then owed him, and that he afterwards paid said debt, and said Langdon assigned to him the judgment he had obtained on said warrants.

The assignment of said judgment was made January 11th, 1866.

2. And in answer to the second interrogatory, defendant says
40 that said warrants were delivered to him in person by B. F. Allen, a short time before suit was brought thereon at Des Moines, Iowa.

3rd. And in answer to the third interrogatory, defendant says that he never saw Oliver Moore, to his knowledge, and never had any acquaintance with him; that he never saw W'm S. Jameison but once, and that was in January, 1866, after the rendition of said judgment.

The said judgment was assigned to me by Jarvis Langdon on the 11th day of January, 1866; and after the said assignment he obtained a certified copy of said judgment, and went up to Buena Vista County, and on the 29th of January, 1866, had the said judgment filed in said county, and docketed in the office of the clerk of the district court of said

county. At that time he made the acquaintance of said W'm S.
41 Jameison. This was the only acquaintance he ever had with said Jameison.

4. And in answering to the fourth interrogatory, this defendant states that he did not receive any of said warrants from either said W'm S. Jameison or Oliver Moore, and never had any transaction with regard to the purchase of or payment for said warrants with either of them.

5. And in answer to the fifth interrogatory, this defendant says that the said warrants were in the hands of Stephen Sibley, an attorney at law, then doing business at Des Moines, Iowa, and the attorney for said Jarvis Langdon.

6. And in answer to the sixth interrogatory, the defendant
42 says that, at the request of said Jarvis Langdon, he did employ said Stephen Sibley, for the said Langdon, to bring suit upon said warrants; and that, under instructions from the said Langdon, he personally delivered said warrants to said Stephen Sibley, at Des Moines, Iowa, who, as attorney for said Langdon, held the same, and brought suit thereon.

7. And in answer to the seventh interrogatory, this defendant says that he has received in payment upon said judgment the amount shown by the judgment-record in said case, as follows: On the 20th of June, 1871, sixteen hundred & three & $\frac{07}{100}$ dollars, ($1,600.07;) and on the 15' day of May, 1872, twelve hundred and eighty-two and $\frac{90}{100}$ dollars, ($1,282.90;) which last sum of twelve hundred and eighty-two and $\frac{90}{100}$ dollars was immediately paid over to Charles J. Langdon, who
43 was some time before, and still is, the holder of said judgment, as hereinbefore alleged; the said Charles J. Langdon being the heir and personal representative of the said Jarvis Langdon, in whose favor the judgment against Buena Vista County was originally obtained.

Wherefore this defendant prays that he may be dismissed, with his costs in this action most wrongfully sustained.

(Signed) T. E. BROWN, *Def't*,
By JOY & WRIGHT.
GATCH, WRIGHT & RUNNELLS, *Att'ys.*

STATE OF IOWA,
County of Polk, ss:

I, Talmage E. Brown, on oath, do depose and say that I am the defendant named in the foregoing answer; that I have heard the said answer read, and know the contents thereof, and that the state-
44 ments therein made from his own personal knowledge are true, and those statements made from the information of others he believes to be true.

(Signed) TALLMADGE E. BROWN.

Subscribed & sworn to before me and in my presence by Tallmadge E. Brown on this 15th day of December, 1873.

(Signed) GEORGE B. CORKHILL,
Clerk C. C. U. S., Dist. of Iowa.

We consent to the filing of the above answer Dec. 15, 1873.

(S'g'd) PARSONS & LEWIS.

(Endorsed:) In the circuit court of the district of Iowa. The County of Buena Vista, in the State of Iowa, vs. Jarvis Langdon & Talmage E. Brown. Answer of T. E. Brown. Filed Dec. 15, 1873. George B. Corkhill, clerk.

45 Afterwards, to wit, on the 18th day of May, the said complainant, by its said attorneys, filed in said clerk's office, in said cause, its replication, which said replication is in the words and figures following, to wit:

In the circuit court of the United States in and for the district of Iowa.

THE COUNTY OF BUENA VISTA, IN THE State of Iowa,
against
TALLMADGE E. BROWN, CHARLES J. LANGdon, M'r's Jarvis Langdon, Samuel L. Clemons, J. D. F. Slee.

46 The above-named The county of Buena Vista, by way of replication to the answer of the above-named defendants, says:

That, saving and reserving all manner of advantage of exception for the insufficiencies of said answers, and each of them, that the several matters therein stated are wholly untrue, and that it will maintain, as this court shall direct, the truth of the several matters stated in its bill of complaint.

Whereupon it prays, &c.

(Signed) PARSONS & LEWIS,
Complainant's Solicitors.

(Endorsed:) Cir. Co. U. S. Buen. Vis. Co. vs. Brown & others. Replication. Parsons & Lewis, Des Moines.

The clerk will file within replication.

(S'g'd) GATCH, WRIGHT & RUNNELLS.

MAY 17, 1874.

Filed May 18, 1874. George B. Corkhill, clerk.

47 Afterwards, to wit, on the 25th day of May, the same being of the May term, 1874, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa, May term, 1874, Monday, May 25, 1874.

THE COUNTY OF BUENA VISTA
vs.
JARVIS LANGDON ET AL. } No. 416 eq.

This cause came on this day for hearing. The time for taking proofs is enlarged till next term, and the cause is continued.

48 And afterwards, to wit, on the 5th day of June, 1874, the same being of the May term, 1874, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa, May term, 1874, Friday, June 5, 1874.

THE COUNTY OF BUENA VISTA
vs.
JARVIS LANGDON, T. E. BROWN, ET AL. } No. 416 eq.

This cause coming on this day for hearing, by consent of parties, it is

ordered that the order heretofore entered at this term herein be vacated, and that the time for taking testimony be enlarged until September first for both parties.

49 Afterwards, to wit, on the 14th day of October, the same being of the October term, 1874, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa, October term, 1874, Wednesday, October 14, 1874.

THE COUNTY OF BUENA VISTA *vs.* JARVIS LANGDON ET AL. } No. 416 eq.

This cause came on this day for hearing on compl't's motion for leave to file an amended bill herein, the compl't appearing by Parsons & Lewis, and defendant by W. L. Joy, and the court, after argument of counsel thereon, being fully advised, sustains said motion.

50 On the same day, to wit, October 14, 1874, the said complainant, by its attorneys, filed in said clerk's office in said cause its amendment to the bill of complaint, which said amendment is in words and figures following, to wit:

In the circuit court of the United States in and for the district of Iowa.

THE COUNTY OF BUENA VISTA, IN THE STATE of Iowa, *against* TALLMADGE E. BROWN & OTHERS.

51 By leave of the court first had and obtained, the complainant amends its bill herein, by inserting upon the tenth page thereof, immediately preceding the prayer of said bill, as follows:

1st. Your orator further shows that the said alleged county warrants, numbered as follows:

No. 95.	January 14, 1862	$100 00
" 93.	" " 1863	100 00
" 117.	June 2, 1862	100 00
" 124.	Sept. 27, 1862	20 00
" 107.	May 30, "	15 00
" 108.	May 3rd, "	35 00
" 40.	September 2, 1861	50 00
" 138.	December 15, 1862	8 75

were not ordered by its board of supervisors, nor were the same, nor was any one of them in fact, executed by the clerk of said board; that the signatures thereto are not in fact the genuine signatures of any of its officers, or of any person authorized by it to execute the same.

52 Your orator further says that the said Jarvis Langdon did not at the time of the rendition of said judgment have, hold, or own the said pretended county warrant No. 86 for the sum of one thousand

dollars, nor at any other time; nor did he in fact produce the same in this court, or before the clerk thereof, but the said clerk, by mistake, included the same in his computation of the amount supposed to be due to the said plaintiff, and the same was thereupon included in said judgment.

Your orator further shows and alleges that the full amount due to the said Langdon, or any other person, by reason of said pretended county warrants, at the date of said judgment did not exceed the sum of two hundred and sixty dollars.

53 That all of said pretended county warrants exceeding that sum were false and fraudulent, and that your orator in no way authorized or executed the same.

That your orator was wholly ignorant at the time of making said payments of the alleged grounds of recovery by the said Langdon, and that the said payments were made upon the representations of the said Brown, his agents and attorneys, as hereinbefore alleged, and upon full reliance upon the truth thereof.

That the amount so paid exceeded the amount due said Brown upon said judgment in the sum of two thousand six hundred and twenty-six dollars. At the time said payments were made, your orator was wholly unable to ascertain the grounds upon which said judgment was

54 obtained, nor did your orator at that time know that any of said warrants above described, or said warrant No. 86, was included in said judgment.

2. By inserting at the end of line 4, page 10, as follows:

And that your orator have judgment against the said Tallmage E. Brown for the sum of two thousand six hundred and twenty-four dollars and ninety seven cents, and the interest thereon from the date of the payments aforesaid.

3. Where the words "four county warrants" occur in said petition, strike out the word "four" and insert "five."

(Signed) PARSONS & LEWIS,
Complainant's Sol's.

(Endorsed:) Filed Oct. 14, 1874. George B. Corkhill, clerk.

55 Afterwards, to wit, on the 20th day of October, 1874, the said respondents, by his said att'ys, and files his answer to the amended petition herein, which said answer is in the words and figures following, to wit:

In the circuit court of the United States for the district of Iowa.

THE COUNTY OF BUENA VISTA, IN THE State of Iowa,
vs.
JARVIS LANGDON AND TALLMADGE E. Brown.

Now comes the defendant, Talmadge E. Brown, and reserving

56 to himself all manner of advantage, by reason of the errors and insufficiencies in the amendment to the bill of complaint herein filed, and to the original bill as amended, for further answer to said bill as amended says:

1st PAR.—That he denies that county warrants, numbered 95, 93, 117, 124, 107, 103, 40, & 138, were not ordered issued by the board of supervisors of the county of Buena Vista, and denies that they are not

signed by the clerk of the board of supervisors of said county; but avers that, as he is informed and verily believes, that they were all regularly issued, by the proper officers of said county, in the payment of claims against the said county, duly audited and allowed against the said county by the board of supervisors thereof.

57 2 PAR.—This defendant denies that the said Jarvis Langdon did not have and own the county warrant No. 86, in said amendment mentioned, at the time of the rendition of said judgment, but avers that warrant No. 86 is one of the warrants upon which said suit was brought; that said warrant was never withdrawn in said suit, & that judgment was rendered upon the same, and that said warrant was properly included in the amount for which said judgment was rendered.

3 PAR.—And further answering, this defendant denies that the indebtedness of the county of Buena Vista, upon the warrants upon which

58 suit was brought, did not exceed two hundred & sixty dollars, and that said warrants in excess of that sum are void, but avers that the amount for which said judgment was rendered was due and owing the plaintiff in said suit therein at the time of the rendition of said judgment.

4 PAR.—This defendant, further answering, avers that he has no knowledge of what information the officers of Buena Vista County had of the cause of action upon which said judgment was rendered, but avers that the records of this county disclosed upon what warrants said judgment was rendered, and if they did not ascertain it was through their own carelessness and negligence, for which this defendant is in no manner liable or responsible.

59 5th PAR. Defendant denies that he made, either in person or by his agents or attorneys, any representation in regard to the warrants upon which the said judgment was rendered, or that the orators relied upon any such representation, or was induced to make such payment by reason thereof, but avers that at the time of the levy and collection of said taxes and the payment of said money upon said judgment, the records of Buena Vista County disclosed that a judgment of this court had been rendered against the said county, and that the same was unpaid, and that the officers of said county levied a judgment-tax for the payment of said judgment, and paid a portion of the money collected, as was their duty to do, in the payment of said judgment.

60 6 PAR. And further answering, this defendant avers that the money paid upon said judgment was collected by levying a special judgment-tax upon the taxable property of said county, for the purpose of paying said judgment, and that when said money had been collected, it was paid over to the owner of said judgment in part payment thereof, and that no right of action accrues to the orator herein by reason of the money so collected and paid over.

7 PAR. And further answering, defendant avers that both the plaintiff and this defendant are residents of the State of Iowa, and were such residents at the time of the commencement of this suit, and that by reason of such residence this court has no jurisdiction to hear

61 and determine the claim made by the orator herein to recover said money paid upon said judgment. Therefore, this defendant prays that he may be dismissed with his costs.

(Signed) TALLMADGE E. BROWN
Defendant.

GATCH, WRIGHT & RUNNELLS,
JOY & WRIGHT,
Att'ys for Def'ts.

I, Tallmadge E. Brown, on oath, do depose and say that I am the defendant named in the foregoing amendment to the answer, that I have heard the same read and know the contents thereof, and that the statements therein made from his own personal knowledge are true, and the statements made from the information of others he believes to be true.

(S'g'd) T. E. BROWN.

Subscribed & sworn to before me by T. E. Brown Oct. 20, 1874.

(S'g'd) GEO. B. CORKHILL,
Clerk C. C. U. S.

62 (Endorsed:) No. 416. The County of Buena Vista, in the State of Iowa, vs. Jarvis Langdon & Talmadge E. Brown. Answer to amended bill. Filed Oct. 20, 1874. George B. Corkhill, clerk.

63 Afterwards, to wit, on the 21 day of October, 1874, Charles J. Langdon and others, respondents in said cause, file their further answer, which said answer is in the words and figures following, to wit:

In circuit court of the United States for the district of Iowa.

THE COUNTY OF BUENA VISTA, IN THE STATE of Iowa,
vs.
TALMADGE E. BROWN, CHARLES J. LANGDON, M'rs Jarvis Langdon, Sam'l L. Clemons, and J. C.

64 Now comes Charles J. Langdon, M'rs Jarvis Langdon, Sam'l L. Clemons, & J. D. F. Slee, and reserving and saving to themselves all manner of advantage, by reason of the errors and the insufficiencies in the amendment to the bill of complaint herein filed, and to the original bill, as amended, for further answer to said bill as amended, say that they deny that the county warrants described in the amendment to the bill were issued without the order of the board of supervisors of said county, and deny that the same are not signed by the clerk of the board of supervisors of Buena Vista County.

And further answering, aver that, as they are informed and believe, the said warrants were regularly and properly issued by the proper officers of said county in payment of the indebtedness of said county.

65 And said defendants deny that the said Jarvis Langdon did not have and own the said county warrant No. 86, at the time of the rendition of the said judgment in the case of Jarvis Langdon vs. Buena Vista County, but aver that he then had & then owned the said warrant, and that the said judgment was rendered thereon, and the said warrant was merged in said judgment.

Said defendants aver that they have no personal knowledge in regard to the information the officers of the orator had, in reference to what warrants the said judgment was rendered upon, but aver that the pleadings in said case disclose upon what warrants said suit was brought, and that the officers of the orator ought to have ascertained what warrants were merged in said judgment, had they desired

66 so to do, by an inspection of the records of this court.

These defendants, upon information and belief, deny all the warrants upon which said judgment was rendered in excess of two hundred and sixty dollars are void, and aver that the full amount for which

the said judgment was rendered was due upon warrants and orders at the time of the rendition of said judgment.

And further answering, aver that the said orator has had its day in court, in reference to the said warrants, and is now estopped from questioning the correctness of said judgment, and that the amount for which the same was rendered was due thereon at the time of the rendition thereof.

67 And these defendants, further answering, say that the payments made upon said judgment were made voluntarily by the orator, and of the money realized from a special judgment-tax levied by the officers of the orator upon the taxable property of said county for the purpose of paying the said judgment.

That the money, when collected under said levy, was applied in the payment of said judgment, and that no right of action accrued to the orator by reason of the payment of the said money upon said judgment.

All of which matters these defendants are ready to sustain in such manner as this court may direct.

Therefore these defendants pray that they may be dismissed with their costs.

(Signed) JOY & WRIGHT,
GATCH, WRIGHT & RUNNELLS,
Attorneys for Defendants.

68 I, Tallmadge E. Brown, on oath, do depose and say that I am the agent and attorney for the said defendants; that I have heard the foregoing answer read, that I know the contents thereof, and that I have personal knowledge of the matters and things stated in the foregoing answer, except as to those matters stated upon information and belief, and that the statements therein made are true and correct, as I verily believe.

(S'gd) T. E. BROWN.

Subscribed & sworn to by T. E. Brown before me Oct. 21, 1874.
(S'g'd) GEORGE B. CORKHILL, *Clerk.*

(Endorsed:) Filed Oct. 21, 1874. George B. Corkhill, clerk.

69 Afterwards, to wit, on the 23d day of October, 1874, the said complainant, by its said attorneys, filed in said clerk's office its replication to the amended answer in said cause, which said replication is in the words and figures following, to wit:

In the circuit court of the United States in and for the district of Iowa.

THE COUNTY OF BUENA VISTA
ag'st
JARVIS E. LANGDON & OTHERS.

70 The above-named The County of Buena Vista, by way of replication to the amended answer of the respondents herein, and each of them, says:

That saving and reserving all manner of advantage of exception for the insufficiencies of said answers and each of them, the several matters therein stated are wholly untrue, and that it will maintain, as this court

shall direct, the truth of the several matters stated in its bill of complaint.

Wherefore it prays, &c.

(Signed) PARSONS & LEWIS,
Sol's for Complainants.

(Endorsed:) Filed Oct. 23, 1874. George B. Corkhill, clerk.

71 And on the 10th day of October, 1874, there was filed in said clerk's office in said cause a stipulation of parties, which said stipulation is in the words and figures following, to wit:

In United States circuit court, district of Iowa.

BUENA VISTA COUNTY
vs.
JARVIS LANGDON ET AL.

It is hereby stipulated and agreed that all testimony now taken and hereafter to be taken in above cause be published on application
72 of *of* either party.

(Signed) GATCH, WRIGHT & RUNNELLS,
With JOY & WRIGHT, *for Defendants.*
PARSONS & LEWIS,
Sol's for Pl'ff.

(Endorsed:) Filed Oct. 10, 1874. George B. Corkhill, clerk.

73 Afterwards, to wit, on the 29th day of October, the same being of the October term, 1874, of said court, there appears in the records of the proceedings thereof, in said cause, the following entry, to wit:

United States circuit court, district of Iowa, October term, 1874, Thursday, October 29, 1874.

THE COUNTY OF BUENA VISTA
vs.
JARVIS LANGDON ET AL. } No. 416. Eq.

This cause came on this day for hearing. Comp't appeared by Parsons & Lewis, & defendants by Gatch, Wright & Runnells. And the cause is submitted to the court upon the pleadings and exhibits, the evidence and arguments of counsel; and the same is taken under advisement by the court.

74 And upon the trial of said cause the complainant, to sustain the issues on its part, introduced and read in evidence certain documents and depositions, of which the following are true copies:

75 United States circuit court, district of Iowa, October term, 1873, Wednesday, Nov. 5, 1873.

COUNTY OF BUENA VISTA
vs.
BROWN AND LANGDON. } No. 416. Eq.

In this cause it is ordered that evidence on behalf of the parties may

be taken orally before examiners; and Lott Thomas and E. A.
76 Mason are hereby appointed examiners on behalf of complainant; and it is ordered that the clerk may appoint any examiner or examiners defendants may name on their own behalf, this order not to preclude parties from taking evidence on commission, if so advised; and time to take evidence is extended until next term.

77 In the circuit court of the United States for the district of Iowa.

I, George B. Corkhill, clerk of said court for said district, do hereby certify that the above and foregoing transcript contains a full, true, and complete copy of the record entry of November 5, 1873, in a certain cause pending in said court, wherein Buena Vista County, Iowa,
78 is plaintiff, and Brown and Langdon are defendants, as full, true, and complete as the original of the same now remains on file and of record in my office.

In testimony whereof I hereunto subscribe my name and affix the seal of said court, at my office, in Des Moines, in said district, this 15 day of September, 1874.

[L. S.] GEORGE B. CORKHILL,
Clerk U. S. C. C. for the District of Iowa.

79 Depositions of witnesses produced, sworn, and examined, in pursuance of the annexed order, at Sioux Rapids, in the county of Buena Vista and State of Iowa, before me, Lott Thomas, a notary public, in a certain action now pending in the United States circuit court, district of Iowa, wherein Buena Vista County, Iowa, is plaintiff, and Brown and Langdon are defendants, on behalf of said plaintiff.

80 TORKLE TORKELSON, being duly sworn, testified as follows:

First interrogatory. Where do you now reside, and how long have you resided in this county?

Answer. I now reside in the county of Buena Vista, Iowa, and have resided here since 1863.

Second interrogatory. During all that time what has been your business? And state whether at any time you were one of the supervisors of the county.

(Objected to as immaterial & incompetent.)

Answer. First, I followed the business of hunting & trapping, afterwards farming, and am still farming. I think I was one of the supervisors of the county the next year after I came into the county.

Third interrogatory. State whether you were elected or appointed, and, if appointed, by whom.

81 (Objected to as above.)

Answer. I was appointed by P. P. Hillam.

Fourth interrogatory. State what office he claimed to fill.

(Objected to as above.)

Answer. The office of supervisor.

Fifth interrogatory. State how he came to appoint you, and if there was a vacancy in the office.

(Objected to as above.)

Answer. He was alone in the office, and there was nobody else in the county for him to appoint, as he said, so he appointed me.

Sixth interrogatory. How many men were living in the county at the time who were old enough to vote?

(Objected to as above.)

82 Answer. As near as I can think, there were between eight & twelve.

Seventh interrogatory. Examine the papers now shown to you, numbers 71, 75, 76, & 77, which purport to be county warrants for the payment of one thousand dollars each, and state whether you ever saw or heard of them before.

(Objected to as above.)

Answer. I never saw them before. I never heard of them before. I heard there were lots of orders issued out, but I never knew how big they were.

Eighth interrogatory. State whether at any time while you were a member of the board you authorized the issuing of any such warrants, or had any knowledge or information of any liability of the county for which they should be issued.

(Objected to as above.)

83 Answer. We did not; I knew nothing about it; I mean to say that I did not. I knew of no debt or liability which the county owed, for which they should be issued.

Ninth interrogatory. How many members of the board were there when you was supervisor, and who were they?

(Objected to as above.)

Answer. The first I recollect there were only two, Pete Hallam and I. It come' into my head that after that there were three. Isaih Hollingsworth came into the board, but whether Pete Hallam was a member then, I do not recollect.

Tenth interrogatory. At any time when you were present as a member of the board, was there anything said or done upon the subject of issuing any county warrants of this denomination to M'r Moore or anybody else?

(Objected to as above.)

Answer. No, sir.

84 Eleventh interrogatory. Did you know M. S. Jamison and Oliver Moore? If so, how far did they live from you, and do they now live in the county; and, if not, when did you last hear from them?

(Objected to as above.)

Answer. I did know them. They do not live in the county now. They live a mile and a half or two miles from me. I last heard from them between six and eight years ago.

Twelfth interrogatory. Did you ever know or hear that the county at any time owed M'r Moore anything?

(Objected to as above.)

Answer. I never did. But I suppose he held an office in the county, but I don't recollect what office he held.

85 Thirteenth interrogatory. State whether you at any time prior to the commencement of this suit you ever heard that a judgment had been obtained against this county, upon county warrants claimed to have been issued to M'r Moore.

(Objected to as above.)

Answer. I never did.

Cross-examined by C. L. Wright, for defendants:

First cross-interrogatory. How long were you a member of the board of supervisors of this county?

Answer. I could not tell exactly. I believe I was not a member of the board of supervisors longer than two years.

Second cross-interrogatory. Were you at any time elected a member of the board of supervisors?

Answer. I cannot tell whether I was elected or not.

86 Third cross-interrogatory. Are you able to swear positively when you were appointed a member of the board of supervisors?

Answer. I cannot state the time at all.

Fourth cross-interrogatory. Are you able to swear positively that you were a member of the board of supervisors in June, 1864?

Answer. No; I couldn't tell.

Fifth cross-interrogatory. Were you present at every session of the board of supervisors during the time that you state that you were a member of said board?

Answer. No; I guess not.

Sixth cross-interrogatory. During a portion of the time, at least, while you were a member of said board, the board of supervisors might

87 have transacted business, issued orders, &c., without your knowledge, might they not?

Answer. I suppose they could do that, but I don't know anything about it.

Seventh cross-interrogatory. Will you swear positively that the board of supervisors transacted business and held sessions during your term of office only when you were present?

Answer. Sometimes when there was a call for the board to meet they adjourned till the next day. One time I came they said I was too late; that the meeting was over.

Eighth cross-interrogatory. Will you swear positively that you were present at every regular session of the board during your term of office?

88 Answer. No; I couldn't. I suppose sometimes I was away.

Ninth cross-interrogatory. What time was it that you state there were only eight or twelve men in the county?

Answer. I think it was in sixty-three or four.

Tenth cross-interrogatory. Who was clerk of the board of supervisors during your term of office?

Answer. I couldn't recollect. I do not recollect whether it was Jamison or somebody else, but Jamison held some office in the county at that time.

Eleventh cross-interrogatory. The county of Buena Vista, by its board of supervisors during your term of office, might have contracted debts at some sessions of the board when you were absent and you know nothing about it, might it not?

89 Answer. They might have done so.

Redirect:

First interrogatory. During the time that you were a member of the board, at whose house did you hold your meetings?

(Objected to as above.)

Answer. Sometime' at Struble's, sometimes at Lee's, sometimes at Jamison's.

Second interrogatory. At any of these times when the board met, and you were not present, did you ever hear from M'r Hallom or anybody else that he had run in debt or directed county warrants to issue?

(Objected to as before.)

Answer. I did not hear it from the officers, but I heard from folks outside. They thought they had.

90 Third interrogatory. Do you know what became of M'r Hallom? (Objected to as before.)

Answer. He left here and went to O'Brien County, and from there to Sioux City, where he enlisted in the army, and I heard that he died in Tennessee during the war.

Fourth interrogatory. State what you heard from the people outside about their issuing warrants when you were not there, and who you understood issued them.

(Objected to as before.)

Answer. I heard the folks outside say that they feared they would put the county in debt; I mean the officer.

(Signed) TORKEL TORKELSON.

Sworn to before me and subscribed in my presence, by the said Torkel Torkelson, this 18th day of September, 1874.

(Signed) LOTT THOMAS, *Notary Public.*

91 LARS J. SUCKON, being duly sworn, testified as follows:

First interrogatory. Where do you reside, and how long have you resided in this county?

Answer. I reside in Buena Vista County, Iowa, and have resided here something over eight years.

Second interrogatory. Were you at any time a member of the board of supervisors; and, if so, when did you come into office?

(Objected to as immaterial and incompetent.)

Answer. I was a member of the board, and I came into office in October, 1866.

Third interrogatory. Did you, at any time prior to the commencement of this suit, ever know or hear of the existence of the thousand-dollar warrants in question?

(Objected to as above.)

92 Answer. I did not.

Fourth interrogatory. Did you ever know or hear of M'r Moor having rendered service to the county, for which it was indebted to him?

(Objected to as above.)

Answer. M'r Moore was an officer of the county when I came here, but whether there was any indebtedness to him I do not know, but I never heard of any.

Fifth interrogatory. How far did Moore and Jamison live from you?

(Objected to as 'bove.)

Answer. I think about three miles and a half.

Sixth interrogatory. Did you know when they left the county? If so, state the circumstances under which they left.

(Objected to as above.)

93 Answer. They left the 15' or 16th of October, 1866. That was the last I saw of them in this county. Jamison was at my house. Moore was not. I saw them a few days afterwards at Fort Dodge. We searched for the books containing the proceedings of the board of supervisors, and other books, but could not find them, after they had left. We found no county seal left behind them but the old county judge seal. The sheriff was along with a process to make the search.

Seventh interrogatory. You may state whether these things have ever been found since they left.

(Objected to as above.)

Answer. Not that I have heard of.

Eighth interrogatory. Did you at any time, while you were a member

of the board of supervisors, ever know or hear anything about the Langdon judgment?

(Objected to as above.)

94 Answer. I did not.

Ninth interrogatory. State whether after you became a member of the board, you held a meeting for the purpose of inquiring into what had been done by Moore and Jamison, and those who claimed to be managing the affairs of the county, during the time that they were here.

(Objected to as above.)

Answer. I know we held a meeting, and that we could find no evidence of the proceedings before that time, and we then commenced a new minute-book.

Tenth interrogatory. Have you ever heard anything of Moore and Jamison since they left, and do you know anything about them, since that time, or whether they are now living?

(Objected to as above.)

95 Answer. I heard a couple years afterwards that Moore was living in Wisconsin, but I have never heard of Jamison since.

Cross-examination:

First cross-interrogatory. How long did you remain a member of the board of supervisors?

Answer. Four years and nearly three months.

Second cross-interrogatory. Was there not a certified copy of the Langden judgment filed in the clerk's office of the district court of this county several years prior to the commencement of this suit?

Answer. No, sir; not as I know of. There might have been and I not know it. I never examined the records to ascertain.

96 Redirect:

First interrogatory. You say you never examined; had you ever heard of the existence of such a judgment or any such claims?

Answer. No, sir.

(Signed) LARS J. SUCKOW.

Fees $1.00.

Sworn to before me and subscribed in my presence, by the said Lars J. Suckow, this 18th day of September, 1874.

(Signed) LOTT THOMAS,
Notary Public.

97 WILLIAM H. TRUSTY, being duly sworn, testified as follows:

First interrogatory. Where do you reside, and how long have you resided in this county?

Answer. I reside in Buena Vista County, and have resided in this county for thirteen years last past.

98 Second interrogatory. About how many voters were there in the county when you came here, and how many were there in 1864 & 1865?

(Objected to as immaterial & incompetent.)

Answer. When I came here there were about from six to ten. They may have run as high as eighteen or twenty in 1864 & 1865. I know of one election when there were only seven.

Third interrogatory. Were you at any time a member of the board of supervisors; if so, when, and for how long?

(Objected to as above.)

Answer. I was elected 1865, and served in 1866, one year.

Fourth interrogatory. Did you at any time, while you were a member of the board, know or hear anything of the issuing of a number of thousand-dollar warrants in favor of Oliver Moore?

99 (Objected to as above.)

Answer. No, sir.

Fifth interrogatory. Did you ever know or hear of anything lent (?) until the last year or two, and since the commencement of this action?

(Objected to as above.)

Answer. No, sir, I did not; and I have no recollection of hearing of it until the present time. In fact I know I heard nothing of it. The highest issue while I was supervisor was two hundred dollars. That was issued to Mills & Company.

Sixth interrogatory. When you were supervisor, was there any other member of the board; and, if so, who?

(Objected to as above.)

Answer. There were two parties, and they would buck against

100 each other, and whichever was the strongest party would rule. Some claim that Torkleson was a supervisor and some claim that he was not. Sometimes they permitted him to serve, and sometimes they would not. M. S. Jamison, the clerk, and I appointed Thomas Smith for the third man, according to my best recollection.

Seventh interrogatory. When you say that there were two parties, and sometimes they would let Torkleson serve and sometimes they would not, who do you mean?

(Objected to as above.)

Answer. Jamison and Moore were holding the offices of clerk and treasurer; Jamison was clerk. It was claimed by a majority of the citizens that they were swindling the county, making use of the money, and would not let the books be seen. They constitute the major-

101 ity of one party. However, Smith generally went with them. I think it was Moore and Jamison that would not let Torkleson serve.

Eighth interrogatory. Who kept the minutes of the proceedings when you were a member of the board?

(Objected to as above.)

Answer. M. S. Jamison.

Ninth interrogatory. State what part Moore and Jamison took in the business of the county, and in your proceedings, and how they carried out their purposes, whether peaceably or by threats and violence.

(Objected to as above.)

Answer. Moore was acting as treasurer of the county, Jamison as clerk. The first part of the administration was peaceable; that is, Jamison's part of it. Moore had a fight with Ridgeway, and it was

102 fight all the time till they (Moore & Jameison) left.

Tenth interrogatory. What was the ground of complaint by the inhabitants of the county against Moore and Jameison?

(Objected to as above.)

Answer. The grounds were that they wouldn't let but few, if any, of the citizens see the "minute-book." And they would spend the money collected for whiskey and other riotous living.

Eleventh interrogatory. During the time that you were supervisor did you have an opportunity to inspect the "minute-book;" and, if so, did you find any entry upon it showing the issuing of any number of thousand-dollar warrants to Moore?

(Objected to as above.)

Answer. I saw the minute-book, but there was no such thing
103 on it. That is, I never saw any such thing. It might have been in there.

Twelfth interrogatory. Did you ever hear Moore or Jamison or anybody else say that any such warrants had been ordered by the board, or did you ever have any instructions from any source that any such warrants had been issued by Jameison and put into circulation?

(Objected to as above.)

Answer. I had no knowledge of there being any issued to Moore, but that was a part of the complaint, that such business was going on.

Thirteenth interrogatory. Up to January, 1866, had Moore ever held any office in the county or done any business or work for the county to your knowledge?

(Objected to as above.)

Answer. No, sir.

104 Fourteenth interrogatory. Up to that time had there been any public buildings, bridges, or other public improvements made in the county?

(Objected to as above.)

Answer. There had been some bridges built, but Moore and Jameison had nothing to do with it, to my knowledge.

Fifteenth interrogatory. State the circumstances under which Moore and Jameison left the country, and how long after they were gone before it became generally known here that they had issued and put into circulation large amount' of bonds and warrants in the name of the county.

(Objected to as above.)

Answer. One reason for leaving the county was that they were defeated at election, and I believe they left in the night. I believe
105 they took with them the minute-book and the seal used by Jameison as the county seal. Search was made for them after they left, but they could not be found. The rumor came back here soon after they had gone, that they had issued large amounts of bonds and warrants.

Sixteenth interrogatory. From that time to this, have you known or heard anything as to their whereabouts?

(Objected to as above.)

Answer. I have heard that Moore was back in York State, but in what county I did not hear. I have understood that the last that was heard of Jameison was in Texas, where it is said he died.

Seventeenth interrogatory. Where did you last hear of Lansing W Lewis, and where was he?

(Objected to as above.)

106 . He was here, the last that I knew anything of him. I heard he went back East, but I have not heard anything of him for several years.

Eighteenth interrogatory. While Moore and Jameison were running the business of the county in the way that you have described, have you since learned that they put into circulation a large number of pretended bonds, purporting to have been signed by you as chairman of the board? And, if so, state whether you did or did not sign them.

(Objected to as above.)

Answer. I did learn so, and I saw several of the bonds purporting to have my signature; but I did not sign them; the signatures were not mine.

Cross-examination:

107 1st cross-interrogatory. Who was clerk of the board of supervisors of this county in 1864?

Answer. I don't believe that I know. I don't know whether Jameis n held any office at that time.

2nd cross-interrogatory. Who was treasurer of the county in 1864?

Answer. I believe it was William S. Lee.

Third cross-interrogatory. Did not the records of the clerk's office of the district court of this county disclose, several years prior to the commencement of this suit, that a judgment had been rendered against this county by one Langdon in the United States courts?

Answer. I don't know; I never examined to see.

Fourth cross-interrogatory. You have stated that up to Jan-
108 uary, 1866, there had been some bridges built in the county. State, if you know, who built them.

Answer. Gleason and Stanley built a part of the bridge at Sioux Rapids, and Lindsey completed it all but filling in the abutments. I believe he was the only contractor of that bridge. Peter Hollam had a contract for building a number of bridges; I do not think the number would exceed ten. In building them he would throw down some rails and throw some sod on them and call it done. Some he would do a little more. He was to get a thousand dollars apiece. I offered to build all of them for fifty dollars and furnish the rails.

5th cross-interrogatory. At the time that you state that you exam-
ined the minute-book, did you do so for the express purpose of
109 ascertaining all the warrants that has been ordered issued by the board of supervisors?

Answer. No, sir.

Sixth cross-interrogatory. Have you personal knowledge that Moore and Jameison put into circulation a large amount of bonds and warrants in the name of the county?

Answer. I have seen some five or six bonds with Jameison's name signed to them, purporting to be his handwriting. I have no personal knowledge that Moore and Jameison put into circulation either the bonds or warrants.

(Signed) W'M H. TRUSTY.

Sworn to before me and subscribed in my presence, by the said W'm H. Trusty, this 18th day of September, 1874.

(Signed) LOTT THOMAS,
Notary Public.

110 RICHARD RIDGEWAY, being duly sworn, testified as follows:

First interrogatory. Where do you reside, and how long have you resided in Buena Vista County?

Answer. I reside in Buena Vista County, and have resided here ever since November, 1863.

111 Second interrogatory. Do you know who were the supervisors of this county in 1864?

(Objected to as immaterial & incompetent.)

Answer. I have understood that it was P. P. Hollam and Lansing W. Lewis.

Third interrogatory. Do you know when they left the country? And state when and what is the last that you have heard from them.

(Objected to as above.)

Answer. P. P. Hollam, about the middle of June, 1864, and the last I heard of him he was in Omaha, where I heard he died. The exact time when Lewis left the county I cannot give, but it was in 1864. I think the last I heard of him was in Tennessee.

Fourth interrogatory. Did you ever hear until within the last
112 year or two that Jameison had issued to Moore, in 1864, a large number of thousand-dollar warrants?

(Objected to as before.)

Answer. I had understood that warrants were issued to him, but I could not say whether they were thousand-dollar warrants, or whether there was a large amount of warrants so issued.

Fifth interrogatory. State whether you ever had any conversation with Hollam as to what part he had in the pretended management of the business of the county, and in directing the issuing of warrants; state fully, and when and all that he said to you.

(Objected to as above.)

Answer. I had a conversation with him about those matters. It was about the middle of June, 1864. In relation to the matter of
113 issuing warrants in June, 1864, there was one Brazee come into the county. Wagoner was with him as a partner in the business, offering a small sum of money for warrants. He was about to effect a contract with the board of supervisors, and other parties, W'm S. Lee and M. S. Jameison to furnish them (Brazee and Wagoner) with warrants to the amount of forty thousand dollars. I think they were to pay about eight thousand dollars in money for the warrants. About the time that they were effecting the contract Charles Smeltzer and one Cofer came in. They wanted a hold in. That occasioned a fuss with the parties here. In order to give them a share of the spoils they had to curtail what the officers were to get. They cut down what he, (Hollam,) as one of the supervisors, was to get from fifteen hundred dollars down to eight hundred dollars. Hollam did not agree to
114 that. He then barked off, and said he would have nothing more to do with it, that it was a swindling game. Hollam told me that at that time Jameison abused him terribly, threatening to put him in prison because he was not a naturalized citizen for attempting to do business as a member of the board of supervisors. Then he told me that, when he was about to leave, that Jameison and Lee said that they would have them issued anyway without his help.

Sixth interrogatory. Have you any knowledge of the disturbance that grew up here in the county from 1864 to the time that Moore and Jameison left, as to the management by them of what they called the business of their offices?

(Objected to as above.)

Answer. I have. The disturbance grew out of the fact that
115 the people thought they were not doing business in the way that the county ought to be run. At one time I was at Jameison's house. They were both there—Moore and Jameison. They offered me inducements to take hold, as there were but three or four of us to share the spoils, and to run the county to its extent in issuing county warrants as long as they were worth peddling. I told them that I should not undertake it. They told me then that if I would not do that I should have no part nor lot in the business of the county, nor should I have the books of my office as treasurer.

Seventh interrogatory. Did you ever know of Moore's rendering any service to the county, or having any claim against the county, or con-

tract with it, which would in any way entitle him to the warrants in this suit?

(Objected to as above.)

116 Answer. I did not.

Cross-examination:

First cross-interrogatory. Who was the clerk of the board in 1864?

Answer. M. L. Jameison, or, at least, he held the books, and represented himself to be clerk.

Second cross-interrogatory. At what time was it that this conversation took place between yourself and Moore and Jameison?

Answer. I can recollect it was in January, 1866.

(Signed) R. RIDGEWAY.

Fees $1.10.

Sworn to before me and subscribed to in my presence, by the said R. Ridgeway, this 18th day of September, 1874.

(Signed) LOTT THOMAS,
Notary Public.

117 ABNER BELL, being duly sworn, testified as follows:

First interrogatory. Do you reside in the county of Buena Vista; and, if so, how long have you resided there?

Answer. I do reside in the county of Buena Vista, and have resided here ever since the 24 day of May, 1856.

118 Second interrogatory. State whether there were any inhabitants in the county when you came here, and as near as you can remember the number of voters up to the time that Moore and Jameison left in 1866.

(Objected to as immaterial and incompetent.)

Answer. There were no inhabitants here when I came here except the Indians. Along about '64 I don't think there were more than fifteen voters.

Third interrogatory. Were you at any time clerk of the district court and of the board of supervisors; and, if so, when did you come into office?

(Objected to as above.)

Answer. I was elected in October, 1866, and on the next Monday after the election I was appointed clerk to fill the vacancy caused by the absconding of Jameison.

119 Fourth interrogatory. State what efforts you made, if any, to find the proper books of your office, and whether you did or did not find them.

(Objected to as above.)

Answer. I had a search-warrant issued and placed in the hands of the sheriff, and he searched the premises of Jameison, and returned that he could find no books; and I also took the sheriff, and we went to Fort Dodge to see if we could find them there, and we could find neither the books 'or Jameison. They said at Fort Dodge that they (Moore and Jameison) had gone to Chicago, and from there to York State. One McCauly, who run a ferry-boat at Fort Dodge, where they crossed the Des Moines River, told me that they had some large county-

120 books in their wagon, but he did not know to what county they belonged.

Fifth interrogatory. State whether the books have ever been found, and whether you have ever since seen or heard of Moore or Jameison.

(Objected to as above.)

Answer. The books have never been found, to my knowledge, and I have never seen either of them since that time. I heard that Moore was in York State. I never heard where Jameison was.

Sixth interrogatory. State whether, shortly after you come into office, parties in different sections of the country began to report to you, as clerk of the board of supervisors, that they held bonds and warrants against the county purporting to have been issued by Jameison.

(Objected to as above.)

Answer. Yes, sir, they did, from all parts of the country, and from nearly every State in the Union.

121 Seventh interrogatory. State what action you took in respect to the matter, and whether you caused notice to be published in the newspapers.

(Objected to as above.)

Answer. In the first place, the board of supervisors repudiated the debt of the county, except such warrants as were known to be issued for a consideration. I also took a copy of the notice, signed by me as clerk of the board, and published it in the F't Dodge Northwest.

Eighth interrogatory. State as nearly as you can what amount of this class of bonds and warrants was reported to you, or that parties notified you that they held.

(Objected to as above.)

Answer. I think there were over a half million before my term of office had more than half expired. M'r Parsons and I, from the

122 letters that I had received, which we then had figured up, between three and four hundred thousand dollars.

Ninth interrogatory. State whether Moore or any of these parties had, up to the time of issuing these warrants, ever done any work for the county, or whether they had any contracts with the county for work.

(Objected to as above.)

Answer. No, sir. Moore never did any work for the county. He never had any contract with the county, to my knowledge. If he had, there was no work done.

Tenth interrogatory. Will you look at warrant No. 40, and state whether the name W'm S. Lee is in his handwriting?

(Objected to as above.)

Answer. I don't think it is.

123 Eleventh interrogatory. Look at each of the following warrants, Nos. 95, 124, 107, 93, 117, & 108, and state whether any of them, in your judgment, are signed by M'r Lee.

(Objected to as above.)

Answer. Nos. 95 & 93, I am satisfied in my own mind, are not his handwriting. Nos. 107 & 108, I think, are Lee's handwriting. Nos. 117 & 127 I know are not his.

Twelvth interrogatory. Did you ever know or hear of the Langdon judgment against the county before the time that Mr. Joy, as the attorney of Mr. Brown, came before the board of supervisors at their September meeting in 1870?

(Objected to as above.)

Answer. I heard of one judgment, but I don't know that I ever heard of this one or not.

Thirteenth interrogatory. Did you ever know anything about

124 what the judgment was obtained for, or by whom it was held, or by whom it was obtained?

(Objected to as above.)
Answer. I did not.

Cross-examination:

First cross-interrogatory. Did not the records of the clerk of the district court of this county for several years prior to 1870 disclose that this Langdon judgment had been obtained against the county?

Answer. There was the record of a judgment in the clerk's office, but what judgment it was I could not tell.

Fees $1.20.

(Signed) ABNER BELL.

Sworn to before me and subscribed in my presence by the said Abner Bell this 18th day of Sept., 1874.

(Signed) LOTT THOMAS,
Not'y Pub.

125 GEO. W. STRUBLE, being duly sworn, testified as follows:

First interrogatory. Do you reside in the county of Buena Vista; and, if so, how long have you resided here?

Answer. I reside in Buena Vista County, and have been residing here for over ten years.

126 Second interrogatory. State whether you were a member of the board of supervisors in 1870, and whether you were present at the time that M'r Joy appeared before the board and asked that a tax be levied to pay certain judgments held against the county by M'r Brown as assignee of Claflin and Allen and Jennis Langdon?

(Objected to as immaterial and incompetent.)

Answer. I was a member of the board, and present at the meeting. That is the only judgment that I remember that he was ever before the board in respect to; that is, while I was on the board.

Third interrogatory. Had you any knowledge or information as to what the Langdon judgment was obtained for, except what was stated by M'r Joy?

(Objected to as above.)

127 Answer. I had not. That was the first that I knew of it. He came there and acquainted the board with it.

Fourth interrogatory. Do you at this time know anything about what the judgment was obtained for?

(Objected to as above.)

Answer. All I know about it is what M'r Joy stated, that they sued on some warrants.

Fifth interrogatory. So far as you know, and so far as you understood from the other members of the board at the time, in ordering the tax-levy did the board act entirely upon the information given them by M'r Joy?

(Objected to as above.)

Answer. I think they did.

128 Sixth interrogatory. You may state, if you know, how long M'r Brainard and the other supervisors present had been in the county.

(Objected to as above.)

Answer. M'r Brainard came in, I think, either in 1868 or 1869. M'r Dahl has been in the county a little longer. D. B. Harrison has been in the county, I think, seven or eight years. Addison, he came into the county about 1869, and Jacob Warlley, I think, came into the county in 1868 or 1869.

Seventh interrogatory. You may state whether Moore, Jameison, & Lee were all brothers-in-law.

(Objected to as above.)

Answer. Jameison married Lee's half-sister, and Lee married Moore's sister.

Cross-examination:

129 First cross-interrogatory. At the time that M'r Joy appeared before the board did he not have with him and showed the board a copy of this Langdon judgment?

Answer. It strikes me that he had.

(Signed) G. W. STRUBLE.

Sworn to before me and subscribed in my presence by the said G. W. Struble this 18th day of Sept., 1874.

(Signed) LOTT THOMAS,
Notary Public.

130 Not being able to complete the *the* taking of depositions by reason that certain witnesses, viz, O. H. Dahl, Jacob Woolly, O. G. Brainard, and D. B. Harrison, were not present, I adjourned the further taking of the same, in accordance of an agreement of the parties to this suit, made by and through their attorneys, till such as may be convenient to cause said witnesses to appear for examination.

(Signed) LOTT THOMAS,
Examiner.

131 Pursuant to the adjournment herein before stated, on this 21' day of September, 1874, in the county of Buena Vista and State of Iowa, I continued the taking of said depositions, as follows:

O. H. DAHL, being duly sworn, testified as follows:

132 First interrogatory. Do you reside in the county of Buena Vista; and, if so, how long have you resided here?

Answer. I reside in Buena Vista County, and have resided here for eight years last past.

Second interrogatory. State whether you were a member of the board of supervisors in 1870, and whether you were present at the time that M'r Joy appeared before the board and asked that a tax be levied to pay certain judgments held against the county by M'r Brown as assignee of Claflen, and Allen and Janis Langdon.

(Objected to as immaterial and incompetent.)

Answer. I was a member of the board in 1870. I was present at the time that M'r Joy appeared before the board and demanded that a tax be levied to pay those judgments.

133 Third interrogatory. Have you any knowledge or information as to what the Langdon judgment was obtained for, except what was stated by M'r Joy?

(Objected to as above.)

Answer. I had not. The first that I knew of the judgment was when M'r Joy brought the matter before the board.

Fourth interrogatory. Do you at this time know anything about what the judgment was obtained for?

(Objected to as above.)

Answer. I do not.

Fifth interrogatory. So far as you know, and so far as you understood

from the other members of the board, at that time, in ordering the tax-levy, did the board act entirely upon the information given them by M'r Joy?

(Objected to as above.)

134 Answer. As I now remember the facts, the board acted entirely upon the statements of M'r Joy.

Sixth interrogatory. You may state, if you know, how long M'r Brainard and the other supervisors present had been in the county.

(Objected to as above.)

Answer. I do not know when M'r Brainard and M'r Lee came into the county. M'r Struble was here when I came into the county. I think M'r Harrison came into the county in 1867. I do not remember exactly when M'r Woolly came into the county, but I think it was in 1868.

Cross-examination:

First cross-interrogatory. At the time that M'r Joy appeared
135 before the board did he not have with him and showed the board a copy of this Langdon judgment?

Answer. I do not now remember that he had.

Fees, $1.40.

(Signed) O. H. DAHL.

Sworn to before and subscribed in my presence this 21' day of Sept., 1874.

(Signed) LOTT THOMAS,
Notary Public.

136 On this 22nd day of September, 1874, at the county and State aforesaid, JACOB WOOLLEY, being duly sworn, testified as follows:

First interrogatory. Do you reside in the county of Buena Vista; and, if so, how long have you resided here?

137 Answer. I reside in the county of Buena Vista, and have resided here for seven years last past.

Second interrogatory. State whether you were a member of the board of supervisors in 1870, and whether you were present at the time that M'r Joy appeared before the board and asked that a tax be levied to pay certain judgments held against the county by M'r Brown as assignee of Claflan and Allen and Jarvis Langdon.

(Objected to as immaterial and incompetent.)

Answer. I was a member of the board of supervisors in 1870. I cannot state positively whether I was present at that meeting of the board or not. The matter has passed from my memory.

138 Third interrogatory. Had you any knowledge or information as to what the Langdon judgment was obtained for, except what was stated by M'r Joy?

(Objected to as above.)

Answer. I do not now remember of ever hearing of the judgment.

Fourth interrogatory. Do you at this time know anything about what the judgment was obtained for?

(Objected to as above.)

Answer. I do not.

Fifth interrogatory. So far as you know, and so far as you understood from the other members of the board at that time in ordering the tax levy, did the board act entirely upon the information given them by M'r Joy?

(Objected to as above.)

Answer. I do not remember anything about it.

139 Sixth interrogatory. You may state, if you know, how long M'r Brainard and the other supervisors present had been in the county.

(Objected to as above.)

Answer. Mr. Struble was in the county when I came here; as to the others I cannot say.

Cross-examination:

First cross-interrogatory. At the time that M'r Jay appeared before the board, did he not have with him and show the board a copy of this Langdon judgment?

Answer. I do not know.

Fees, $1.40.

(Signed) JACOB WOOLLY.

Sworn to and subscribed in my presence by the said Jacob Woolly this 22' day of September, 1874.

(Signed) LOTT THOMAS,

140 *Notary Public.*

On this 24th day of September, A. D. 1874, in the county and State aforesaid, O. G. BRAINARD, being duly sworn, testified as follows:

First interrogatory. Do you reside in the county of Buena Vista; and, if so, how long have you resided here?

141 Answer. I now reside in Buena Vista County, and have resided here since April, 1869.

Second interrogatory. State whether you were a member of the board of supervisors in 1870, and whether you were present at the time that Mr. Joy appeared before the board and asked that a tax be levied to pay certain judgments held against the county by Mr. Brown as assignee of Claflan and Allen and Jarvis Langdon.

(Objected to as immaterial and incompetent.)

Answer. I was a member of the board of supervisors in 1870. I was present at that meeting of the board.

Third interrogatory. Had you any knowledge or information as to what the Langdon judgment was obtained for, except what was stated by M'r Joy?

(Objected to as above.)

142 Answer. I had no other information as to what the judgment was obtained for that I now remember of.

Fourth interrogatory. Do you at this time know anything about what the judgment was obtained for?

(Objected to as above.)

Answer. I do not.

Fifth interrogatory. So far as you know, and so far as you understood from the other members of the board present at that time in ordering the tax levied, did the board act entirely upon the information given them by M'r Joy?

(Objected to as above.)

Answer. I do not now remember upon what information the board acted.

143 Sixth interrogatory. You may state, if you know, how long M'r Brainard and the other supervisors present had been in the county.

(Objected to as above.)

Answer. I do not know when Addison Lee came into the county. I think the other supervisors were here when I came to the county.

Cross-examination:

First cross-interrogatory. At the time that M'r Joy appeared before the board did he not have with him and show the board a copy of the Langdon judgment?

Answer. I think he did.

Fees, $2.00.

(Signed) O. G. BRAINARD.

Sworn to before me and subscribed in my presence by the said
144 O. G. Brainard on this 24' day of September, 1874.

(Signed) LOTT THOMAS,
Notary Public.

145 And now, on this 25' day of September, 1874, at the county and State aforesaid, D. B. HARRISON, being duly sworn, testified as follows:

First interrogatory. Do you reside in Buena Vista County; and, if so, how long have you resided here?

146 Answer. I reside in Buena Vista, and have resided here for seven years last past.

Second interrogatory. State whether you were a member of the board of supervisors in 1870, and whether you were present at the time that M'r Joy appeared before the board and asked that a tax be levied to pay certain judgments held against the county by M'r Brown as assignee of Claflan and Allen and Jarvis Langdon.

(Objected to as incompetent and immaterial.)

Answer. I was a member of the board in 1870. I was present at a meeting of the board in 1870 when M'r Joy appeared before the board and asked to have a tax levied to pay certain judgments against the county, but I do not now remember whether these are the judgments or not.

147 Third interrogatory. Have you any knowledge or information as to what the Langdon judgment was obtained for, except what was stated by Mr. Joy?

(Objected to as above.)

Answer. I had no other information that I now remember of.

Fourth interrogatory. Do you at this time know anything about what the judgment was obtained for?

(Objected to as above.)

Answer. I do not.

Fifth interrogatory. So far as you know, and so far as you understood from the other members of the board at that time in ordering the tax levied, did the board act entirely upon the information given them by M'r Joy?

(Objected to as above.)

148 Answer. I do not now remember upon what information they did act.

Sixth interrogatory. You may state, if you know, how long M'r Brainard and the other supervisors present had been in the county.

Answer. I cannot state.

Cross-examination:

First cross-interrogatory. At the time that M'r Joy first appeared be-

fore the board did he not have with him and show to the board a copy of the Langdon judgment?

Answer. I believe he had a copy of something, but I do not remember whether it was a copy of this judgment or not.

Fees, $3.40.

(Signed) D. B. HARRISON.

149 Sworn to before me and subscribed in my presence this 25' day of September, 1874.

(Signed) LOTT THOMAS,
Notary Public.

150 STATE OF IOWA,
Buena Vista County, ss:

I, Lott Thomas, a notary public in and for said county, do hereby certify that, in pursuance of the annexed order, I caused to come before me, in the said county of Buena Vista and State of Iowa, on the 18th day of September, A. D. 1874, Torkel Forkelson, Lars J. Suckow,
151 W'm H. Trusty, Richard Ridgeway, Abner Bell, and G. W. Struble, who were then and there by me duly sworn and examined and their examination reduced to writing; and, after being by me read over to said witnesses, the same were subscribed and sworn to by them respectively in my presence.

And I further certify that Galusha Parsons, esq., was present, and conducted said examination on behalf of the plaintiff, and C. L. Wright, esq., was present, and cross-examined said witnesses on behalf of defendants.

And I further certify, that, by agreement of the parties, expressed by their said attorneys, the further taking of depositions was adjourned to such time as might be convenient for me to take the depositions of O. H. Dahl, Jacob Woolly, O. G. Brainard, and D. B. Harrison upon the interrogatories and cross-interrogatories propounded to G. W. Struble, except interrogatory seventh.

152 I further certify, that at the county and State aforesaid, on the 21st day of September, 1874, I caused to come before me O. H. Dahl, and on the 22nd day of September, 1874, I caused Jacob Woolly to come before me, and on the 24th day of September, 1874, I caused O. G. Brainard to come before me, and on the 25th day of September, 1874, I caused to appear D. B. Harrison, who were, at the respective times aforesaid, respectively sworn and examined, and their examination reduced to writing, and after being by me read over to said witnesses respectively, the same were subscribed and sworn to by them, respectively, in my presence. And their said depositions are now herewith returned.

Given under my hand and official seal, hereto annexed, at Sioux Rapids, in the county of Buena Vista and State of Iowa, this 25' day of September, 1874.

LOTT THOMAS,
Notary Public.

153 It is admitted by the parties hereto that the following entry appear upon the minute-book of the board of supervisors of Buena Vista County, Iowa, on page 223, under date of September 5, 1870:

"Present, O. G. Brainard, O. H. Dahl, D. B. Harrison, Addison Lee, G. W. Struble, and Jacob Woolly.

154 "W'm L. Joy, of Sioux City, appeared before board in behalf of Brown, assignee of judgment in W'm C. Claflan and John A. Allen vs. Buena Vista County; also, a judgment in case of Janis Langdon against Buena Vista County, the former amounting to $619.56, ren-

dered May 12, 1864; latter, amounting to $6,259.32, rendered October 25, 1865, together with costs and interest—costs in last case, $93.50—and asked that action might be taken by the board to satisfy said judgment.

"On motion, the following was adopted:

"Resolved, That there be and is levied a special tax of four mills on the dollar upon all the taxable property in Buena Vista County, for the year 1870, for the purpose of paying the judgment of William Claflan and John A. Allen against Buena Vista County, and Janis Langdon against Buena Vista County, rendered in the U. S. circuit court
155 for Iowa held at Des Moines, and that the same be applied in payment of the said judgments pro rata."

And it is further admitted that on page 282 of the same book, under date of September 5th, 1871, is the following entry:

"On motion, the following levy of tax was made upon the taxable property according to the assessment of 1871.

* * * * * * *

"Also, a judgment-tax of 16¼ mills on the dollar, to be apportioned amongst the several judgments against the county as follows:

* * * * * * *

"Claflan and Allen & Langdon, judgments, (Brown, assignee,) 4 mills."

It is further admitted by the parties hereto that there has been paid by the treasurer of Buena Vista County, on the judgment of
156 Janes Langdon against Buena Vista County, rendered in U. S. circuit court, from the judgment-tax levied by said county, the following:

June 20, 1871, the sum of sixteen hundred and three $\frac{01}{100}$ dollars, ($1,603.01;) May 15, 1872, the sum of twelve hundred and eighty-two and $\frac{60}{100}$ dollars, ($1,282.60.) And that there is now in the hands of the treasurer of said county, collected from the tax-levy of 1870 & 1871 of said county, to pay said judgment, the sum of one thousand eight hundred and ninety-two & $\frac{45}{100}$ dollars.

(Signed) GALUSHA PARSONS,
Sol. for Complainant.
JOY & WRIGHT,
Att'ys for Def'ts.

SEPT. 17, 1874.

157 And it is further admitted by the parties hereto that the following entry appear on the judgment-docket, page 2, in the clerk's office of the district court of Buena Vista County, Iowa, relative to the judgment of Janis Langdon against Buena Vista County:

"Name of parties.	Date of judg't.	Debt.	Costs.
"James Langdon "*vs.* "County of Buena Vista.	25 Oct., 1865	$6,239 32	$93 60

"Transcript of judgment from the United States circuit court for the district of Iowa, filed in my office this 29th day of Jan'y, A. D. 1866.

"M. S. JAMEISON, *Clerk.*"

(Signed) GALUSHA PARSONS,
Sol. for Compl't.
JOY & WRIGHT,
Att'ys for Def't.

(Endorsed:) In the U. S. cir. c't for the dist. of Iowa. Buena Vista Co. vs. Brown & Langdon. Depositions taken on behalf of pl'ff. Fees for taking, $15.00; witness fees, 14.10—total, $29.10. Opened & filed by stipulation Oct. 10, 1874. George B. Corkhill, clerk.

158 In U. S. circuit court, district of Iowa.

BUENA VISTA COUNTY, IOWA, *vs.* T. E. BROWN ET AL. } In equity.

Depositions of witnesses produced, sworn, and examined before me, E. R. Mason, a special examiner appointed by said court for that
159 purpose, at the clerk's office of said court, in Des Moines, in said district, on the 8th & 9th days of September, A. D. 1874, between the hours of 9 a. m. & 4 p. m. of said days.

160 T. E. BROWN, being duly sworn, testified as follows:

First interrogatory. Are you one of the defendants in this case?

Answer. I am.

Second interrogatory. Where do you reside, and what is your present business?

161 Answer. I reside at Des Moines, Iowa. I am engaged in public contracting.

Third interrogatory. Were you formerly a practicing lawyer?

Answer. I was such at Des Moines, Iowa.

Fourth interrogatory. Did you know Jarvis Langdon in 1865; if so, where did he then reside, and what was his business?

Answer. I knew him well; he then, and up to his death, resided in Elmira, New York; he was then, and up to his death in '71, a coal and iron merchant.

Fifth interrogatory. Had you any business connection with him, or were you in any way related to him?

Answer. I had business relations with him; he was also my wife's uncle by marriage.

162 Sixth interrogatory. Was he ever in the State of Iowa, to your knowledge; if so, where?

Answer. He came to the State of Iowa, to my knowledge, spending some time at Des Moines, in the year 1866. He was not here, to my knowledge, prior to that time or any other time.

Seventh interrogatory. Were you acquainted with Oliver Moore and M. S. Jameison?

Answer. I saw them once, never but once, either of them, to my knowledge; that was upon this occasion and under these circumstances: As the agent and attorney for Mr. Langdon I had been trying to file the judgment by transcript obtained in the Federal court with the clerk of Buena Vista County, making it a judgment in that county. I
163 had sent a transcript to the clerk with instructions to file and docket under the statute, but could get no answer from him to any of my letters, and after some little time had elapsed I made a trip in person to that county for the purpose of accomplishing this object. I filed the transcript and returned. I saw the then clerk, and I think his name was Jameison, I am not positive; but I think I saw then a man claiming to be Oliver Moore. This was the beginning and ending of all business transactions with either said Jameison or Moore, directly or indirectly, or with any other person in that county.

Eighth interrogatory. Did you ever see the warrants upon which the

suit of Langdon vs. Buena Vista County was brought; if so, when and where did you first see them?

164 Answer. They were first shown me by B. F. Allen, then of this place, a short time prior to the bringing of the suit, or not very long prior thereto.

Ninth interrogatory. Did M'r Allen at that time claim to own them?

Answer. He did.

Tenth interrogatory. Did he offer them for sale?

Answer. He did.

Eleventh interrogatory. Were five of the warrants of one thousand dollars each?

Answer. I cannot tell without seeing the warrants and papers, and do not know at this time that I could state in detail the warrants by seeing them. I have only a general idea about the case.

165 Twelfth interrogatory. State whether you purchased the warrants from M'r Allen; if so, when, how much you paid him upon the dollar for them, and how and when the consideration was paid, and whether this purchase was made upon your own account or for M'r Langdon.

Answer. The purchase was made upon my own account, and not upon the account of M'r Langdon, and was made in this wise: M'r Allen furnished the money to buy warrants on a large number of counties in the State of Iowa, under an arrangement with me. He had in his individual right warrants on other counties embracing Buena Vista. After one or two or three years had elapsed, M'r Allen sold to me his individual interest in all of the warrants that he and I had bought together. He also sold in this one transaction his individual warrants on

166 the county of Buena Vista. These warrants were estimated in this rate at about from 50 to 65 cents on the dollar. The purchase-money from me to him was five thousand dollars in cash, paid down by me to him. The remainder was a transfer of certain interests to him in certain swamp-land claims. My recollection is that this one transaction was a purchase of all the county warrants in which M'r Allen then had any interest, except some that he held on Carroll or Polk.

Thirteenth interrogatory. Do you mean to be understood as saying that the five thousand dollars cash was wholly paid for Buena Vista County warrants, and that the Buena Vista County warrants were estimated at from 50 to 65 cents on the dollar, or do you mean to say that this includes the consideration paid for warrants upon other counties, and that this was the estimate upon them all?

167 Answer. I mean the latter.

Fourteenth interrogatory. What was the full amount of warrants then purchased?

Answer. I cannot specify more particularly than to say in round numbers. I should think, say, ($30,000.00,) thirty thousand dollars.

Fifteenth interrogatory. Were the warrants at that time delivered into your hands?

Answer. They were.

Sixteenth interrogatory. Did you deliver them to M'r Sibley, the att'y who brought the action?

Answer. I think I did, but not at that time.

Seventeenth interrogatory. Have you any memorandum or en-

168 try in your books by which you can fix the precise time when you purchased them?

Answer. I don't know that I have, but I am confident it was some little time before suit.

Eighteenth interrogatory. What makes you think it was before suit?

Answer. First, I have a distinct recollection; and, in the second place, I never brought a suit or directed one to be brought in the name of the party that had no interest in the case.

Nineteenth interrogatory. Will you state what your distinct recollection is, and particularly how long you first saw these warrants before the first commencement of the action?

Answer. My recollection is distinct that it was before the action
169 was brought; it is not distinct as to how long before, neither is it distinct as to what year this suit was brought.

Twentieth interrogatory. State the time, as nearly as you can, giving the year and the month, and if you cannot state either positively, give your best recollection as to when you first saw these warrants.

Answer. My answer to this question must necessarily be unreliable. I give it as my opinion it would be in the year 1865; I have no idea about the month.

Twenty-first interrogatory. Will you state, according to the best of your recollection, how long you had these warrants in your possession before you delivered them to M'r Sibley, and whether after you received them from M'r Allen they were at any time out of your possession before you delivered them to M'r Sibley?

170 Answer. I am not positive that I did hand these warrants to M'r Sibley, though that is my best recollection. I may have expressed them to M'r Langdon and he sent them back to M'r Sibley, but I should think the former, and I think I had them not many months before the commencement of the suit. In either event there was an assignment drawn for these warrants to the plaintiff, Langdon.

Twenty-second interrogatory. Who drew the assignment, and what was done with it?

Answer. I presume that it was drawn by me and sent to M'r Langdon.

Twenty-third interrogatory. Have you ever seen that assignment since?

Answer. I think I have.

171 Twenty-fourth interrogatory. When and where, and in whose possession is it now?

Answer. I think it was cancelled and returned to me, together with the assignment of the judgment in this case. The assignment of the judgment I think I handed to M'r Joy, and all the papers I have pertaining to it. I don't remember where the other is, whether I handed that to him or not; it is a long time since I have seen either.

Twenty-fifth interrogatory. You say you may have sent these warrants by express to M'r Langdon; have you the slightest recollection of having done so; and, if so, by what express company were they sent, and when, and from what point, and to what point?

Answer. I sent him something either by express or mail. It
172 might have been the warrants. I incline to the opinion that it was the assignment and not the warrants, and that the warrants were by me handed over to M'r Sibley to bring suit upon at M'r Langdon's instance and request.

Twenty-sixth interrogatory. Are you able to swear positively that the assignment was ever out of your hands?

Answer. I am.

Twenty-seventh interrogatory. When and how did it pass out of your hands?

Answer. I have already testified I did not remember whether I sent

it by express or by mail. I would be very likely to send it by mail if I did not send it with the warrants.

Twenty-eighth interrogatory. Was M'r Sibley, both prior and subsequent to this transaction, your general attorney?

173 Answer. He was, and used to be my partner.

Twenty-ninth interrogatory. Had M'r Langdon any acquaintance with him to your knowledge?

Answer. He had not before I introduced him to M'r Sibley, in the year 1866, after the bringing of this suit.

Thirtieth interrogatory. Will you state whether, to your knowledge, M'r Sibley had possession of these warrants prior to the drawing and filing of the petition?

Answer. I will so state, and do so state.

Thirty-first interrogatory. What knowledge have you of the drawing of the petition in the case, and how do you know that he had the warrants before it was drawn?

174 Answer. I was M'r Langdon's business agent here. There was a general understanding between him and me about the bringing of this suit. I advised the bringing of this suit. I should have brought this suit in my own name, and not in the name of M'r Langdon, but for the fact that I had had money from M'r Langdon, and secured him by a transfer of these warrants. I presume that M'r Langdon's action in bringing this suit was derived in great measure from my opinion that this was the only way to get anything out of the warrants, and the proper thing to do with them. I conferred with M'r Sibley frequently about the matter, and perhaps gave some direction to the suit.

Thirty-second interrogatory. Is this the only answer that you can make to this question?

175 Answer. It is.

Thirty-third interrogatory. Will you state positively that you ever saw these warrants in M'r Sibley's hands before the petition now on file here, and which you now have in your hands, was drawn?

Answer. I haven't any doubt that I so saw them with M'r Sibley, and my best recollection is that I gave them myself to him.

Thirty-fourth interrogatory. Will you look at the petition and tell us in whose handwriting it is, if you know?

Answer. Stephen Sibley's, except the number and amount of the warrants and the copy of exhibits mentioned in the bill, which is in the handwriting of James E. Hull, now deceased.

176 Thirty-fifth interrogatory. State what his relation was to M'r Sibley.

Answer. He had for a time, I think, an office as notary public, in the same building, if not in the same room, with M'r Sibley. I do not know, but presume that he copied papers for M'r Sibley.

Thirty-sixth interrogatory. Do you recollect whether or not the warrants in the case were, at any time, in the possession of M'r Joy and his partner at Sioux City, and, if so, whether you sent them to him, and whether they were returned to you from Council Bluffs by express after the commencement of that action?

Answer. These warrants were never in the possession of M'r Joy or his partner anywhere unless he has seen them on file in this office

177 after cancellation. I never knew M'r Joy, or anybody connected with him, until long after this suit was brought and this judgment was obtained.

They never were at Council Bluffs after they came into my possession, from M'r Allen, to my knowledge. Nor were never out of this town,

unless they were sent to M'r Langdon, at Elmira. There never was any Buena Vista County warrants in the envelope to which my attention is called. That is an envelope endorsing Pottawat*ta*mie County warrants, addressed to me by a M'r Test, in his handwriting, I think, formerly of Council Bluffs.

The entry on this envelope of "Buena Vista County warrants, copied" is in the handwriting of E. L. Marsh, formerly clerk for me, and was made by him in another case he copied against Buena Vista County.

I had four cases against Buena Vista County, I think.

178 One I bought of S. V. White; it was in the name of Claflan & Allen; another in the name of this same plaintiff, J. Langdon. I am not sure whether I had another besides this. This envelope has no place among the papers in this case, but refers to a period earlier than this, and refers to the cases against Pottawat*ta*mie County, against which county I had several cases.

I think I handed M'r Marsh, in this old envelope that I had used to hold my Pottawat*ta*mie County warrants, some Buena Vista County warrants, that were the basis of another action against said Buena Vista County, to be copied.

Thirty-seventh interrogatory. You say that M'r Allen and yourself were engaged in purchasing warrants upon joint account. Were the warrants in this case so purchased by him?

Answer. They were not.

179 Thirty-eighth interrogatory. Will you explain, then, what the transaction of the purchase by you from him, as stated by you, had to do with the purchase of warrants upon joint account?

Answer. They were a part of the consideration for the five thousand dollars in money, and the swamp-land interest, before mentioned. It took the interest of M'r Allen in the joint warrants, and these individual warrants of his to pay for the considerations named, and I alluded to it because both entered into and made part of this one transaction in sale to me.

Thirty-ninth interrogatory. Did he at the same time turn over to you warrants which he had purchased upon joint account, and, if so, will you state how you can make the distinction which you do between

180 the warrants so purchased and turned over and the warrants in question?

Answer. He did, at the same time, turn over warrants bought on joint account, and I am able to state from recollection, as in my last answer, from personal recollection, of what warrants were bought on joint account.

The warrants that were bought on joint account were all bought by me under a written contract with M'r Allen, and I never bought any warrants on Buena Vista County under that contract, but did buy most of them through George W. Bassett, then of Fort Dodge, through a man named Wagner, of Ida County, B. F. Robinson, of Greene County. These men were my agents, and picked them up in counties which I sent them into, and I gave them particular direction not to go into Buena Vista County, for I never had any faith in Buena Vista County,

181 nor have not yet. I took these from Allen, thinking I was making a good trade in the interests he held in other warrants.

Fortieth interrogatory. Will you now state why you had no faith in Buena Vista County, and upon what knowledge or facts your opinion upon that subject was founded?

Answer. I learned that the county offices in that county were very

badly, if not criminally, managed in many cases; I learned this from public rumor.

I understood also from inquiries made, after I purchased the Claflan and Allan judgment of White, and the other judgments I obtained, that the county was sparsely settled, and that the officers were running the county largely for their private ends.

Bassett advised me to buy no warrants on Buena Vista County.

182 I think I did take one from him, but I am not sure whether I took it from him, or M'r Allen took it from him. It seems to me I took a warrant from Bassett in some way, but I am not positive; if I got it from him it was in some way turned over to M'r Allen, and in some way made up a part of the warrants in this case. I am sure that there were no Buena Vista County warrants bought on joint account.

Forty-first interrogatory. If you had this knowledge of Buena Vista County, and the manner in which affairs were conducted, will you explain how you came to purchase five warrants of one thousand dollars each, all issued within a few days of each other, to the same person, and that person one of the officers of the county?

183 Answer. I did not know at that time what is now claimed, and what I subsequently learned, that Oliver Moore was an officer of the county. I supposed, too, if it should turn out that the county were not responsible, that M'r Allen would be; besides this, as I have already stated, that in the first instance I should not purchase warrants on this county but for the other considerations that entered into this sale to me. By other considerations, I mean the interests of M'r Allen in the warrants that had been purchased on joint account on the counties of Palo Alto, Pocahontas, Ida, Plymouth, probably Woodbury, all of which counties, from common report, I considered better managed that Buena Vista, and I accordingly gave directions to have warrants on these counties considered best bought on joint account.

184 Forty-second interrogatory. Excluding the idea of any claim upon Mr. Allen, in the case of a failure to recover against the county, what did you at that time consider these warrants worth, and what would you have paid for them?

Answer. They currently passed on this market in trade at from 50 to 65 cents on the dollar. They never were, as I have stated, a favorite investment with me. I had already learned too much about the affairs of the county from inquiries that I made growing out of my Claflan case, and the other case b'ought a year or two before this, so that I myself preferred warrants, as I have already stated, on other counties, and I did not estimate them as highly as M'r Allen. I might have bought them at, say, 40 or 50 c'ts on the dollar.

185 Forty-third interrogatory. Are you not entirely mistaken as to what warrants on Buena Vista County were selling for at the time you purchased these from M'r Allen? If you think you are not, you may state what means you had for knowing anything upon that subject.

Answer. I may be mistaken about what they were worth, but I think that Allen claimed to have paid for these some fifty cents on the dollar, or upwards, and I think Mills & Co. told me at the time I bought nearly all they had, on joint account, on the counties I have heretofore named; that there was very little difference in the price of warrants on any of those northwestern counties; that they ranged from fifty to seventy-five cents on the dollar in those counties; some cases higher than that, but generally very little difference in those north-

186 western counties. I bought quite a good many warrants from

Mills, and don't think I ever bought any less than 50 cents on the dollar, and don't think I ever paid him more than sixty cents on the dollar. Mills & Co. sold books and stationery to all the northwestern counties, and took their pay in warrants generally, and I considered them, and do yet, the best judges of the value of county warrants of anybody here, and my opinion was formed largely from what they said.

44. Did you ever purchase or see any other warrants upon any of those counties of so large an amount as five of these warrants, namely, one thousand dollars each?

187 Answer. Yes; I have bigger warrants than those. Some of my warrants on Pottawattamie County were larger, and my recollection is that some were bought on some of the other counties as large, though I am not positive as to this. I would have to look at the records. I do not consider a thousand-dollars warrant a large one, or at least it would not occur to me that the amount of these warrants of one thousand dollars was of itself a very suspicious circumstance. I think I have seen county warrants of several thousand dollars each issued on settlements for building court-houses & bridges.

Forty-fifth interrogatory. Would you not consider it a suspicious circumstance, or at least one that required explanation, if five warrants of one thousand dollars each, issued to the same person at or about

188 the same time, in a county in which there were only 5 or 6 families residing, and in which no public improvements of any kind had been made?

Answer. If it be a fact, which I did not know, nor do not now know, that no public improvements had been made, and I had known that, I should have regarded it as a fraud; but, without such knowledge, I should take it, on the contrary, as evidence of fairness that four of the warrants were made payable to the order of one individual, as would be the case if a contractor had done work and been paid off in the usual course of business. If a fraud was to be perpetrated, and bogus warrants were to be used, it would seem to me to be just as easy to make them to different persons, and that parties perpetrating a fraud would be more likely to make the same payable to different parties than

189 to one man, who could be written to or inquired of, and the bona fides of the transaction be thus more easily learned.

Forty-sixth interrogatory. Did you write to anybody to ascertain the bona fides of this transaction, which you say could be easily done, or did you make any enquiry as to whether any public improvements had been made, or as to the population of the county, or any other inquiry affecting the validity of these warrants, and if you did not, give the reasons why you did not?

Answer. I did make all the inquiries I could in regard to them. I have before stated that I learned about what they were worth here, at F't Dodge and Sioux City; very little difference in the price I think. I do not know whether I wrote to any person to learn about these

190 identical warrants or not. I don't remember of making any inquiries about the buildings or inhabitants, though I may have done so. The reason I did not was, I was not buying warrants on this county on joint account, and therefore made less inquiry than I would in taking warrants of a total stranger.

Forty-seventh interrogatory. In purchasing these warrants did you rely upon M'r Allen's responsibility, or did you purchase them relying solely upon what they appeared to be upon their face?

Answer. I bought them solely upon what they appeared to be upon their face, and yet supposed if their was anything fraudulent or not

genuine that I would have the same recourse against the seller that I would have upon any sale of such paper, in case it should turn out
191 that the paper sold was not genuine: hence I should always be more particular in buying any such paper of a man without responsibility than I should of buying it of such a man of known responsibility as M'r Allen. I do not mean to be understood as saying that there was anything about these warrants in any way suspicious on their face, but upon the contrary it was entirely fair upon its face, and I then supposed, and have never since had any reason to doubt, that the warrants were properly executed for a good consideration, though I do not state that they were such in fact, for I do not know.

Forty-eighth interrogatory. What do you mean by being fair upon their face? Take for example, the four one-thousand-dollar warrants?

Answer. I mean to say that the four warrants handed me by
192 counsel are just what they might be if the payee had done work for that county and been paid for the same four thousand dollars in county warrants on that county, and are not what on their face I should think a fraudulent transaction would be likely to be, for reasons stated in this deposition.

Forty-ninth interrogatory. If a county warrant without a seal were offered to you would you purchase it?

Answer. Not unless it was an oversight. I consider these warrants sealed.

Fiftieth interrogatory. Would you consider such an instrument a valid county warrant?

Answer. I understand that the Federal court has held since this
193 judgment was obtained that they are not valid. If there was any such decision prior to this judgment I did not know of it. I think it was the general opinion of the bar here, up to within the last five or six years, that the omission of the seal was the omission of a clerical duty, and did not of itself invalidate a warrant, or if it did that the county could be by mandamus compelled to attach the seal. It is also my understanding that county warrants with the seal of the clerk of the district court upon them, in the way these shown me are sealed, were properly executed, and that the opinion that the seal of the county court, and not that of the clerk of the district court, was proper has come of recent decisions, and that this idea did not prevail in 1865, at the time of the rendition of this judgment.

194 Fifty-first interrogatory. Examine the four one-thousand-dollar warrants in this judgment, namely, numbers 71, 75, 76, & 77, and state whether these are a part of the warrants purchased by you of Mr. Allen, and under what seal they appear to be executed.

Answer. They are the warrants, and appear to be executed under the seal of the district court of Buena Vista County.

Fifty-second interrogatory. Examine the warrants embraced in this case, to wit, Nos. 159, for $26.00, 152, for $16.00, 203, for $2.00, 199, for $25.00, 200, for $25.00, 223, for $10.00, 211, for $20, 236, for $2.10; No. 237, for $2.00, 222, for 12.50, 226, for $15.00, 234, for $1.70, 232, for 20, 235, for 1.70, 249, for $37.35, 40, for $50.00, 93, for $100,
195 95, for $100, 108, for $35.00, 107, for $15, 117, for $100, No. 124, for $20.00, No. 138, for $8.75, and state whether they are the remainder of the warrants purchased by you from M'r Allen, and included in this judgment, and under what seal they appear to be executed.

Answer. They are the remainder of the warrants embraced in this judgment purchased of M'r Allen, and some of them have upon them

the same seal as the one I have described upon the large warrants of one thousand dollars each, but some of them have upon them the seal of Buena Vista County.

Fifty-third interrogatory. Will you examine the petition in this case and state, if you can, where the one-thousand-dollar warrant, de-
196 scribed therein as number 86, as having been presented on the same day with the other thousand-dollar warrants, is; whether you ever had the same, and, if so, what you did with it?

Answer. I do not now remember, but presume for some informality that warrant was withdrawn. I am satisfied, though I have made no computation, that it did not enter into and help make up the judgment of this case. It might have been sold long before; I don't remember whether I ever had that warrant or not. I do remember this: after this judgment was released by M'r Langdon, there was part of it, probably $1,200 or $1,500 of it, assigned to M'r Savery, and by him to somebody else, and finally the interest was held by M'r Luse of this place, and by Luse sold back to Allen, who now holds the same.
197 The balance of the judgment, less the payments that have been made upon it, is now owned by me, though assigned as collateral to the administration of J. Langdon, deceased, the plaintiff in the original case. I don't think that any of these assignments appears of record except Langdon's assignment to me, and I suppose the several interests I have named have been regarded as equitable assignments. At any rate, legal proceedings have, so far as I know, been conducted in my name.

Fifty-fourth interrogatory. Did M'r Langdon, or any agent or representative of his, unless you consider yourself such an agent, ever have possession of these warrants, or any of them, before you delivered them to M'r Sibley to sue?

Answer. I think not, except that constructive legal possession,
198 which I supposed followed the assignment.

I think I did not send him the warrants, though I may have done so.

Fifty-fifth interrogatory. When you say you may have done so, do you mean to be understood that you have an impression that you did so, or that you have any impression upon that subject one way or the other?

Answer. My impression is that I did not send him the warrants, that I did send him the assignment, and that I did hand the warrants to Sibley.

Fifty-sixth interrogatory. Are you now able to produce the assignment which you say was returned to you? If not, will you procure it, and produce it, to be attached as an exhibit to your deposition?

199 Answer. I am not able to do it; I did not mean to be understood, and don't think I have stated positively that it was ever returned to me. I thought it might have been returned to me, and that I might have sent it to Joy. I have no distinct recollection upon the subject; it might have been retained by M'r Langdon, and never been even canceled by him. I think now it would have been more suitable for him to have retained it, making back a distinct assignment of the judgment.

Fifty-seventh interrogatory. Examine the papers shown you and state whether that is the assignment made by M'r Langdon to you; if so, in whose handwriting is it, and how was it received by you?

(Witness is here shown assignment of judgment on file in original case.)

200 Answer. It is the assignment from M'r Langdon to me; it is in my handwriting. I wouldn't swear now whether it was mailed by me, or whether it was handed me by him when he was here in 1866.

58. State what amounts have been paid and when received by you on this judgment.

Ans. I have received on this judgment the following sums, to wit: June 20, 1871, $1,603.07; June 26, 1872, $1,282.90, as evidenced by vouchers numbers 10 & 51, on file in the clerk's of this court. The first amount above named was paid to me after the assignment by Langdon, and before I signed it again as collateral to the executors of J. Langdon, deceased; the last amount of $1,282.90 was paid to me
201 after the assignment to the executors of said Langdon as collateral, and by me at once paid to them, and applied on the claim to secure which this judgment is now pledged, so much of it as I now own.

Fifty-ninth interrogatory. At the time of his decease, had M'r Langdon any interest in this judgment?

Answer. He had not; he never had any after the transfer to me in the assignment heretofore referred to in this deposition.

Sixtieth interrogatory. When was the debt for which you say this judgment now stands pledged created?

Answer. It was created by the purchase of the estate of their interest in the Memphis paving contracts by me. I gave them one hundred thousand dollars for their interest in that contract. I have paid
202 them in *in* money a little less than eighty thousand dollars. This judgment and other collateral stand pledged for the balance. This was in 1871 or 1872, and since his death, and since the first payment. and before the last payment before referred to.

Sixty-first interrogatory. Warrant No. 75 is endorsed, "Bought of Orwig;" in whose handwriting are those words?

(Witness here shown warrant.)

Answer. I don't know; it is in pencil. It looks a little like Orwig's; it is not mine.

Sixty-second interrogatory. Did you make any inquiry of M'r Allen where he got that warrant?

Answer. I do not remember that warrant from any other of the four warrants of one thousand dollars.

203 (Signed) T. E. BROWN.

Subscribed and sworn to by T. E. Brown before me and in my presence, September 8th, 1874.

(Signed) E. R. MASON,
Spec. Ex.

204 DISTRICT OF IOWA, *ss:*

I, E. R. Mason, special examiner of the circuit court of the United States for the district of Iowa, do hereby certify that on the 8th day of September, A. D. 1874, T. E. Brown, the witness who signed the foregoing deposition, came before me at the clerk's office of said court, at Des Moines, in said district, and was by me duly sworn and
205 examined, and such examination was reduced to writing by me in his presence, and after being read over to him in his presence he subscribed to the same, and was by me sworn to the truth thereof; that such examination so subscribed & sworn to is hereto attached and herewith returned.

I further certify that Galusha Parsons, esq., appeared and conducted

such examination on the part of the complainant; that no one appeared as counsel for defendants.

Witness my hand this 8th day of September, 1874.

(Signed) E. R. MASON,
Special Examiner app't'd by s'id Court.

206 THEO. HAWLEY, of lawful age, being produced, sworn, and examined, testified as follows:

First interrogatory. Where do you reside, and how long have you resided there?

Answer. I reside in F't Dodge, Iowa. Have resided there since the spring of '60.

Second interrogatory. Did you, in 1864, and subsequent to
207 that time, say three or four years following, know anything of the value of Buena Vista County warrants? If so, state what knowledge you had upon that subject.

(Def'ts object to any testimony in regard to the value of Buena Vista County warrants after the year 1864.)

Answer. I had some knowledge during that period, during '64, '5, '6, & '7. I think that would cover.

I have bought none since then, having purchased a small amount of warrants on that county during that period.

I think that the highest I ever paid was twenty-five cents on the dollar. I would not be positive as to that. Most that I bought were small warrants. I presume that $75 would be the largest warrant I now remember to have purchased on that county. I have a $100 swamp-land warrant I would like to have you pay.

208 On cross-examination witness testified as follows:

First cross-interrogatory. Did you purchase any warrants on Buena Vista County as early as 1864; and, if so, what did you pay?

Answer. I should say that I did. I could not say positive what I did pay for them; but my recollection is that 25 cents was the highest I ever paid for their warrants. I don't know what merchants paid for their warrants in trade. I was buying to pay taxes with for cash. I think that they were not worth more than that in cash, but possibly parties could have got more than that for them in trade at the stores.

(S'g'd) THEO. HAWLEY.

Subscribed and sworn to by Theo. Hawley before me and in my presence Sept. 9, 1874.

(S'g'd) E. R. MASON, *Sp. Ex.*

209 DISTRICT OF IOWA, *ss:*

I, E. R. Mason, a special examiner of the circuit court of the United States for said district, do hereby certify that on the 9th day of September, A. D. 1874, between the hours of 9 a. m. & 4 p. m. of said day, there appeared before me Theo. Hawley, who was by me duly sworn and examined, and such examination reduced to writing
210 in his presence, and after being read over to him was by him subscribed and sworn to before me; such examination is hereto attached, and herewith returned.

I further certify that Galusha Parsons, esq., appeared and conducted such examination on part of complainant, and that T. E. Brown, esq.,

appeared and conducted such examination on the part of the defendants.

Witness my hand this 9th day of September, A. D. 1874.

(S'g'd) E. R. MASON,
Special Examiner.

211 R. G. ORWIG, being produced, sworn, and examined, testified as follows:

First interrogatory. How long have you resided in Des Moines, and, in a general way, what has been your business during that time?

Answer. About 12 years; engaged in the practice of the law, speculating some in real estate, and editing newspapers.

212 Second interrogatory. Did you, about the year 1865, have occasion to inform yourself as to the value in this market of county warrants purporting to have been issued by the officers of Buena Vista County? If so, state what you ascertained in respect to them.

Answer. I did, but they had no fixed value; were fluctuating between ten cents and fifty cents on the dollar.

Third interrogatory. Examine warrant No. 75, shown to you, which is endorsed in pencil, "Bought of Orwig," and state whether you have any knowledge or recollection of ever having seen it before.

(Witness here shown warrant on file in original case, No. 75.)

Answer. The endorsement in pencil is not in my handwriting,
213 and I could not say, as to this particular warrant, whether I ever owned it or not. I did, at one time, have warrants of the same amount on the same county.

Fourth interrogatory. Do you remember having sold similar warrants, or any other Buena Vista County warrants, to B. F. Allen or T. E. Brown?

Answer. I have no recollection of ever having sold any to B. F. Allen, and don't think I sold any to M'r Brown, but I may have traded warrants with M'r Brown; don't think I ever sold any to either of them.

Fifth interrogatory. What is your recollection, if any, as to Buena Vista County warrants being freely offered in trade in this city at about the date of this warrant?

214 Answer. At or soon after that time there were a good many in this market.

On cross-examination the witness testified as follows:

First cross-interrogatory. Did you not buy quite an amount of warrants of Mills & Co. and other parties during the period mentioned, and did you not pay for warrants on Buena Vista County, generally, from fifty to sixty-five cents?

Answer. I never paid, to my recollection, over fifteen cents in cash, but I allowed as much as fifty cents, and probably more, in trade with Mills & Co. and others. I was not paying cash for warrants, but when they were offered to me low I generally took them. When I sold or traded them, I usually tried to make them bring me fifty cents.
215 I did not like to let any go at less than that. I sold quite a lot of them at that price to Rollins & Co.

On redirect examination witness testified as follows;

First interrogatory. How long did you know them to be offered in this market? and state how you became possessed of the one-thousand-dollar warrants, and state how much they cost you, and whether you paid for them in cash or trade.

Answer. The lowest I know them to have been offered was the few I bought at ten cents on the dollar, but who I got the thousand-dollar warrants from, or what I allowed for them, I could not tell from memory.

(Signed) R. G. ORWIG.

Subscribed and sworn to by R. G. Orwig, before me and in my presence.

Sept. 9, 1874.

E. R. MASON,
Sp. Examiner.

216 U. S. circuit court, district of Iowa.

I, E. R. Mason, a special examiner of said court, do hereby certify that on the 9th day of September, A. D. 1874, there appeared before me, at the clerk's office in U. S. court-house, R. G. Orwig, who was by me duly sworn and examined, and such examination by me re-
217 duced to writing in his presence, and after being read over to him was subscribed and sworn to by him before me. Such examination is hereto attached and herewith returned.

I further certify that Galusha Parsons, esq., conducted such examination on the part of comp't and T. E. Brown on part of def'ts.

Witness my hand this 9th day of September, 1874.

(Signed) E. R. MASON,
Spec. Examiner.

218 Counsel for complainant claimed that George W. Savery, if present, would testify as follows:

In 1865 I traded for several warrants, purporting to have been issued by Jameison, as clerk of the county of Buena Vista, for one thousand dollars each. I traded swamp land for them, nominally at fifty cents on the dollar, putting in the land at four or five dollars an
219 acre. It was American Emigrant Company land, and what it was worth per acre I do not know.

Def't T. E. Brown, for himself and as counsel for all the other def'ts, not admitting the truth of the above, consents that the same may be read on the trial of this cause as the evidence of Geo. W. Savery with the same effect as if sworn to by said Savery.

Attest: E. R. MASON,
Sp. Examiner.

Fees, $21.30.

It is further stipulated that said witness would testify that some time during the summer of 1867 he traded warrant No. 86, referred to by M'r Parsons, to , of Orwell, Vermont, for a patent-right, at Saratoga Springs, New York,

(S'g'd) PARSONS & LEWIS,
Sol. for Compl.

For self and other def'ts, T. E. BROWN.

(Endorsed:) Filed Sept. 9, 1874. George B. Corkhill, clerk.

220 In U. S. circuit court, district of Iowa.

BUENA VISTA COUNTY, IOWA,
vs.
T. E. BROWN ET AL. } In equity.

Depositions of witnesses produced, sworn, and examined before me, E. R. Mason, a special examiner appointed by said court for
221 that purpose, at the clerk's office of said court, in Des Moines, in said district, on the 19th day of October, A. D. 1874.

222 TALMAGE E. BROWN, recalled for respondents, deposed and said, in answer to interrogatories, as follows:

First interrogatory. Upon the direct examination in the int. No. 53, inquiry was made in regard to county warrant No. 86. State what you recollect, if anything, in regard to the withdrawal of said
223 warrant in said suit.

Answer. When I gave the answer to that question, I had not examined the estimate of the clerk in this case, or the papers on record with reference to int. 53. Since which, however, I have examined those matters, after which I am entirely confident that warrant No. 86, described in the petition, was not withdrawn, but formed the basis of the estimate made by the clerk, and was merged in the judgment in this case. About the same time of the trial of this case, we had one against Pottawattamie County, in which several of the warrants sued upon were payable to resident payees or order, and M'r Withrow, who was on the other side of the case, motioned or demurred to the jurisdiction of the court, and such warrants were withdrawn and sued upon in the
224 State courts, and this was the matter that I had in my mind in answering question 53. I got the county wrong, but was right in fact. There was no such motion made in this case, and no withdrawal of the warrants sued upon, to my knowledge.

Second interrogatory. Will you examine the paper now shown you, purporting to be a computation of the amount for which judgment was rendered in said case, and state if you know in whose handwriting said computation is, and attach the same as an exhibit to your answer?

Answer. It is in the handwriting of Judge Woodward, now deceased, the then clerk of this court, and I attach it as Exhibit A to my answer.

Cross-examination:

225 First interrogatory. Do you swear that you ever saw warrant No. 86; and, if you do so swear, will you describe the warrant?

Answer. I could not swear pos'tively that I ever saw warrant No. 86 so long ago—9 or 10 years ago. I presume I saw it. The only thing that I now profess to be confident of is that the clerk had the amount of warrants and description mentioned in the petition upon which to render judgment. I cannot be more definite as to the description; cannot tell, as to the paper, by whom it was signed, or its date; have nothing but a general knowledge (that a man has who was conducting the suit) that the amount of warrants was there upon which to render judgment.

Second interrogatory. Do you mean to say that you conducted that suit?

226 Answer. I mean to say that I directed M'r Sibley in a case as the agent of M'r Langdon.

Third interrogatory. Will you swear that you delivered five one-thousand-dollar warrants to M'r Sibley in that case?

Answer. I would not swear anything beyond this, that I delivered him the warrants on which the judgment was rendered. Independent of the papers and memorandum in this case, I could not be positive about it, but with their aid I can say I am very confident I did.

Fourth interrogatory. Can you swear that the clerk ever had any of these warrants in his possession?

Answer. I can swear that they are all canceled in his hand-
227 writing, but two or three, which do not appear to be in the record, or that the entry is made upon the back of each to the effect that judgment was rendered upon them; and that the two or three missing warrants are numbered and estimated in his computation, exactly corresponding with the number and amounts in the petition. Beyond this I cannot swear. I cannot state that I ever saw him have any one of them in his possession.

Fifth interrogatory. Is number 86 among the missing warrants?

Answer. It is.

Sixth interrogatory. Do you know whether it was cancelled?

Answer. I do not.

(Signed) T. E. BROWN.

Subscribed and sworn to by T. E. Brown, before me and in my presence, Oct. 19, 1874.

E. R. MASON, *Sp. Ex.*

228 W. L. JOY, being sworn, testified as follows:

First interrogatory. State whether you were employed by M'r Brown at any time in the case of Langdon vs. Buena Vista County; and, if so, when; and whether you made search in the clerk's office for the warrants upon which the judgment was rendered.

229 Answer. In the fall of 1870 I was employed by M'r Brown to look after and attend to the collection of the judgment rendered in this case. I did search in the clerk's office for the papers, or, rather, assisted the clerk in making the search. This was about two years after my employment in the case. We found the record in the case, but my recollection now is that the warrants were not with the papers, but were in a package of cancelled warrants. I have no recollection of the number of warrants that we found.

Second interrogatory. Why were you looking for them?

Answer. There had been some conversation between M'r Parsons, who was representing the county, and myself in regard to the papers in the case, and I was looking up the record for the purpose of settling
230 the questions. Soon as we found the papers I called M'r Parsons' attention to it, and think I gave him the papers.

(Signed) W'M L. JOY.

Subscribed & sworn to by William L. Joy, before me, Oct. 19, 1874.

(S'g'd) E. R. MASON,
Spec. Examiner.

231 GALUSHA PARSONS, called upon the part of complainant, being sworn, deposes and says:

First interrogatory. State whether you were at any time employed

by the county of Buena Vista to investigate the grounds of recovery in the case of Langdon against that county; if so, when and what steps you took in the matter.

232 I was employed for that purpose at the June meeting of the board of supervisors, 1871; they requested me to ascertain for what the judgment was recovered, and to report to them whether, in my judgment, it ought to be paid, and, if not, what steps could be taken to avoid it. I came to Des Moines and asked the clerk for the papers in the case. He made search for them, but he could find nothing but the formal entry of judgment; no summons, petition, or warrants could be found. We searched among a great quantity of cancelled warrants, coupons, and the like, but could find nothing in that case. After that I made repeated application to him, and he uniformly told me that he could not find the papers.

Afterwards, and at the time spoken of by M'r Joy, either he or M'r Joy told me they had found the papers. I am not positive when

233 that was, but my recollection as to the time corresponds to what was said by M'r Joy. Before that I had reported to the board that I did not see any way of avoiding the judgment as the burden of proof would be upon us, as I could not find out anything about it, and as there was nobody in the county from whom we could get any information in regard to it, I supposed the judgment would have to be paid. After the warrants were found, I again reported to them that four of the warrants were what were known in that county as the Moore & Jameison warrants.

They instructed me to take proper proceedings to have the judgment set aside. There were only four one-thousand-dollar warrants among those which M'r Joy gave me. No. 86 was not among them, *un* and I never saw that warrant till since the commencement of this

234 suit, and did not suppose, until within the last few weeks, that it was included in the judgment. My attention was then called to it by finding the paper referred to M'r Brown as the clerk's computation. By that I saw that he had included that warrant; and upon computing the interest upon the warrants, I found that it required that warrant to make the amount of the judgment. A few months ago, and since the pendency of this action, Gov. Merrill, pres't of the Citizens' Bank, called upon me to consult me with reference to the collection of a county warrant upon the county of Buena Vista. He exhibited the warrant, and it turned out to be No. 86, described in the petition in the original Langdon case. He gave me the letter enclosing it, which was from the cashier of the First National Bank of Orwell, Vermont.

235 The warrant was not cancelled and had no endorsement upon the back indicating that it had been put into judgment. It was in all respects like the other one-thousand-dollar warrants in the case. It bore date upon the same day with two of them, but which two I do not remember, and was under the seal of the clerk of the district court. I advised him that no recovery could be had upon it, and at his request so advised the parties from whom it was sent. The governor returned the warrant, but I have written for it and expect it here before the hearing of this case.

First cross-interrogatory. Have you any means of knowing how many one-thousand-dollar warrants were issued on the day that warrant No. 86 purported to be issued?

236 Answer. I have no certain means; but as attorney for the county for a number of years past I have seen quite a large number issued at about that time, but can't say; but a good many thousand

dollars. There is one of the same date with two of these, and in all respects their fac simile, in suit now upon the docket of this term of this court, in the case of Crowell vs. Buena Vista County.

Second cross-interrogatory. It was nothing very unusual in those days for a county official to issue two warrants of the same number, was it?

Answer. I do not remember ever to have seen two of the same number in the same year. I would not be at all surprised if it were so.

Third cross-interrogatory. How many times did you apply to the clerk for those papers?

237 Answer. I should think as many as four or five; and I spent hours in looking for them among the papers to which he directed.

(S'g'd) GALUSHA PARSONS.

Subscribed & sworn to by Galusha Parsons, before me, Oct. 19, 1874.

E. R. MASON, *Sp. Examiner.*

238 *Exhibit A to int. 2.—T. E. Brown's Dep'n.—E. R. Mason, special examiner.*

Amount due.	No. of warrants.
$60 50	108, 107.
78 00	7, 203, 249, 211.
75 15	237, 236, 235, 234, 232, 226, 223, 222.
162 56	199, 200, 150, 152, 159.
432 00	117, 95, 93, 40.
34 45	124, 138.
5,416 66	75, 71, 76, 77, 86.
$6,259 32	

Am't due, $6,259.32.

239 U. S. circuit court, district of Iowa.

I, E. R. Mason, a special examiner of said court, do hereby certify that on the 19th day of October, 1874, there appeared before me, at the clerk's office, in U. S. court-house, T. E. Brown, W. L. Joy, & Galusha Parsons, who were by me duly sworn & examined, and such
240 examination reduced to writing in my presence, and in the presence of said persons above named, and, after being read over to them, was subscribed and sworn to by each of them before me. Such examination is hereto attached, and herewith returned.

I further certify that Galusha Parsons, esq., conducted said examination on part of comp't and W. L. Joy on the part of def'ts.

Witness my hand this 19th day of October, 1874.

(Signed) E. R. MASON,
Spec. Examiner.

(Endorsed:) Filed Oct. 19, 1874. George B. Corkhill, clerk.

241 And afterwards, to wit, on the 31 day of October, the same being of the October term, 1874, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa. October term, 1874. Saturday, October 31, 1874.

THE COUNTY OF BUENA VISTA
vs.
JARVIS LANGDON, T. E. BROWN. } No. 46. Eq.

This cause came on this 31 day of Oct., '74, for final hearing, upon bill, amended bill, answer, & replication, and upon the proof on file and the exhibits, Parsons & Lewis appearing for complainant, and Joy & Wright for defendants. The court, being fully advised, doth now order, adjudge, & decree that the complainant is entitled to have set aside and annulled the judgment rendered in this court at the Oct. term, 1865, in favor of the said Jarvis Langdon, and against the said county of Buena Vista, for the sum of $6,259.32; and said judgment
242 is hereby annulled and set aside, and the said def'ts, and each of them, are perpetually enjoined from issuing any further execution or process to enforce the balance of said judgment, or from commencing any suit or action on said warrants. It is adjudged and decreed that the claim of the plaintiff herein to recover back what has been paid on said judgment be denied. Each party to pay his own costs herein.
(Signed) JOHN F. DILLON, *Judge.*

243 On the same day, to wit, October 31, 1874, there appears in the records of the proceedings of said court in said cause the following entry, to wit:

United States circuit court, district of Iowa. October term, 1874. Saturday, October 31, 1874.

THE COUNTY OF BUENA VISTA, IOWA,
vs.
TALMAGE E. BROWN AND JARVIS LANGDON. } No. 416. Eq.

This day come the defendants, and by their att'ys, Mess. Gatch & Wright, and pray an appeal to the Supreme Court of the United States, which is allowed on giving bond in the penal sum of five hundred dollars, conditioned as the law directs, with sureties to be approved by the court.

244 Afterwards, to wit, on the 13th day of January, A. D. 1875, the said respondents, by their said att'ys, filed in said clerk's office in said cause their appeal-bond; which said appeal-bond is in the words and figures following, to wit:

245 *Appeal-bond.*

In the United States circuit court for district of Iowa. term, 187 .

Know all men by these presents that we, T. E. Brown, as principal, and F. M. Hubbell, as security, are held and firmly bound unto the County of Buena Vista in the penal sum of five hundred dollars, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, and assigns, firmly by these presents, dated this 7' day of January, A. D. 1875.

The condition of this bond is such that whereas the said T. E. Brown

has appealed from the judgment or order of the U. S. circuit court for the district of Iowa, made at the October term of said court, A. D. 1874, in a certain cause in equity wherein the County of Buena Vista, Iowa, is plaintiff, and said T. E. Brown et al. are defendants, to the Supreme Court of the United States:

Now if the said T. E. Brown shall pay all costs and damages that
246 shall be adjudged against him, and if he shall satisfy and perform the judgment or ordere appealed from in case it shall be affirmed, and any judgment or order which the Supreme Court may render, or order to be rendered by the U. S. circuit court, and all costs and charges that may be accrued thereon by said Supreme Court, then this obligation to be void; otherwise to be and remain in full force.

(Signed) T. E. BROWN, *Principal.*
F. M. HUBBELL, *Security.*

Approved this 11th day of January, A. D. 1875.

(S'g'd) JOHN F. DILLON,
Judge of said Court.

(Endorsed:) Appeal-bond. Buena Vista Co. vs. Jarvis Langdon, T. E. Brown, et al. Filed Jan. 13, 1875. George B. Corkhill, clerk.

247 United States circuit court, district of Iowa.

I, George B. Corkhill, clerk of said court for said district, do hereby certify that the above and foregoing transcript contains full, true, and complete copies of all pleadings, documentary evidence, record entries, and the final decree and appeal-bond, in a certain cause adjudicated in said court wherein the County of Buena Vista, Iowa, was plaintiff and Jarvis Langdon, T. E. Brown, et al. were defendants, as full, true, and complete as the original of the same now remain on file and of record in my office.

In testimony whereof I hereunto subscribe my name and affix the seal of said court, at my office, in Des Moines, in said district, this the 17th day of February, A. D. 1875.

[SEAL.] GEORGE B. CORKHILL, *Clerk.*

(Indorsement on cover:) No. 77. Talmadge E. Brown and Jarvis Langdon, appellant, vs. The County of Buena Vista, Iowa. Iowa C. C. U. S. Filed 9th June, 1875.

IN THE

SUPREME COURT

OF THE

UNITED STATES.

TALMADGE E. BROWN AND JARVIS LANGDON,
Appellants,
vs.
THE COUNTY OF BUENA VISTA, IOWA.

October Term, 1877.

GEO. G. WRIGHT,
For Appellants.

P. C. KENYON, Legal Printer, Des Moines, Iowa.

IN THE

SUPREME COURT

OF THE

UNITED STATES.

TALMADGE E. BROWN AND JARVIS LANGDON,
Appellants,
vs.
THE COUNTY OF BUENA VISTA, IOWA.

October Term, 1877.

In August, 1864, appellant, Langdon, commenced his suit in the Circuit Court of the United States, for the District of Iowa, against the appellee, Buena Vista County, upon certain county warrants, and on the 25th of October, 1865, recovered therein the sum of $6,259.32, with costs. There were some thirty warrants, five of them being for $1,000 each, and the others for much smaller sums. (Trans., Fol. 238.)

On the 29th of January, 1866, a transcript of this judgment was filed in the office of the clerk of the district court for said county of Buena Vista, and then and there duly entered upon the judgment docket of that court. (Fol. 157.)

September 5, 1870, the supervisors of that county made an order for the levy of a special tax to pay this judgment (with another not necessary to further refer to), and on the same

date, in 1871, they ordered a further or other special tax to pay this, with other judgments. (Fol. 153-5.)

June 20, 1871, there was paid on this judgment $1,603.01, and on the 15th of May, 1872, $1,282.60; and from these special levies and the revenues collected therefrom there remains in the hands of the county treasurer to apply on this judgment the sum of $1,892.45. (Fol. 156.)

From the evidence the case, in its chronological order, therefore, is this:

June 6, 1864, warrants issued payable to Oliver Moore, or bearer. (Fol. 8 to 10.)

August, 1864, warrants owned by Allen and sold to Brown. (Fol. 12-164-168.)

August, 1864, transferred by Brown to Langdon.

August 30, 1864, suit commenced on the same in Langdon's name.

October 25, 1865, judgment recovered.

January 29, 1866, transcript filed in Buena Vista county. (Fol. 157.)

September 5, 1870, order of first special levy. (Fol. 154.)

Assignment of judgment by Langdon to Brown, exact date not shown. (Fol. 201.)

June 30, 1871, payment of $1,603.00. (Fol. 201.)

September 5, 1871, second levy of special tax. (Fol. 155.)

Assignment to executor of Langdon by Brown, exact date not shown (201).

June 26, 1872, payment of $1,282.00 (Fol. 201, 156).

July 29, 1873, appellee filed this bill in equity, asking that said judgment be set aside and vacated (Fol. 19), alleging as grounds therefor want of service in said original action, fraud upon the part of Langdon and his co-respondent, Brown, in connection with certain county officers, fraud in the issuing of said warrants, ignorance of rights, &c.

To this bill we answered in full, complete, and unqualified denial of all the matters set up as grounds of relief. The case was heard upon depositions and other evidence, the relief asked was granted and respondents appeal.

POINTS.

Thus your Honors have a brief outline of the case, and, asking a reversal of the decree below, we submit the following points:

I.

They affirm; we deny; the burden is entirely upon them, and there is not, from first to last, a particle of evidence to sustain this bill.

Johnson vs. Lyon, 14 Iowa, 431.

(a) They say that Jameison, as clerk of Buena Vista county, made admission of service of the original notice or summons, fraudulently and without authority. Of this there is no evidence whatever. Indeed, there is, aside from our answer, no evidence as to the service, and this court will, of course, as against complainants in this proceeding, presume that it was in all respects regular and sufficient.

The answer shows a good service (Rev. of 1860, § 2824, and 3d clause of § 2816).

(b) It is alleged that this, as well as other things, were done by Jameison, who acted as clerk in drawing the warrant, and Moore (to whom they were made payable), in connection with Brown and Langdon, all of whom had confederated, &c. Of all these matters there is no evidence. Brown, in his answer, says he never knew Moore and never met Jameison but once, and that was in 1866, long after the rendition of the judgment (Fol. 40); and in his testimony (Fol 163) he says that when he filed the transcript of the judgment in the clerk's office of Buena Vista county (which we have seen was in January, 1866) he met Jameison and he *thinks* he "then saw a man claiming to be Oliver Moore, and this was the beginning and end of all his transactions with either," &c. There is no pretense that Langdon, who resided in New York, ever met either of them, or was in any the remotest degree connected with these alleged frauds, which rest alone upon assertions

entirely unsustained by evidence, as far as respondents are concerned.

(c) They aver a want of interest in these warrants, at the time suit was brought, in either Brown or Langdon, all of which is denied, and of which affirmative averment there is no evidence. We, on the contrary, show that we bought the warrants of Allen, paid a valuable consideration for the same, and without any knowledge or suspicion that they were not in all respects, fair, regular, and binding obligations upon the county. (Fol, 165, et seq.) Nor do they show (except by the merest inference, and in a manner that leaves the court to *guess* it out) that the warrants are not and were not valid and subsisting claims, and ought to be paid. We were innocent holders for value.

(d) Fraud is alleged as to *representations* made to the Supervisors by the agents and representatives of respondents as to the *validity* of the warrants upon which the judgment was recovered, (Fol. 13) and it is claimed that the Board, when they ordered the special levies, were deceived and imposed upon by respondents and their agents. Of all this, also, we hazard nothing in saying, there is no evidence whatever. The effort is by the testimony of Dahl (132), Woolley (136), Brainard (141), Harrison (145), to show that they, as Supervisors, acted, in ordering these levies, upon the information derived from respondent's attorney, but there is no pretense that he misrepresented anything, or concealed any fact within his knowledge or that of his clients, which complainants should or did not know, or that the Board acted in ignorance of any thing. Indeed, it is but too apparent that these witnesses do not *remember* upon what information they did act in ordering these levies, which of course cannot prejudice us, since they affirm and must establish their own case. There is no evidence that anything was said at the time to the Board as to the validity of the warrants. Are we to suffer from their ignorance, if any ?

(e) The great body of their evidence is but hearsay—made up of what others said, and rumors—in no manner binding upon us, and is quite too inconclusive and unsatisfactory to justify any court in vacating the judgment of a court having jurisdiction of both matter and person.

Johnson vs. Lyon, 14 Iowa, 431.

II.

Aside, therefore, from the other impregnable grounds upon which we may stand, and to be hereinafter referred to, we might with the utmost confidence say that no single material allegation of the bill, denied by us under oath, is sustained by the evidence.

But they seek to go behind this judgment, and that, too, though they had their day in court and without showing either fraud on our part, mistake or surprise on theirs, or any single fact entitling them to relief in a court of equity.

Judgment conclusive until reversed, though no jurisdiction be shown in the record.

McCormick vs. Sullivant, 10 Wheat , 192.
Sprague vs. Lithenberg, 4 McLean, 442.
Kennedy vs. Banks, 8 Howard, 611–12.
Potter vs. Parsons, 14 Iowa, 286.
Big. on Estoppel, 136.

The fraud, to avail, must have been practiced in the *act of obtaining the judgment*.

Dixon vs. Graham, 16 Iowa, 310.
Marine Ins. Co. vs. Hodgson, 7 Cranch, 332.
Williard's Equity, 161.
Williams vs. Lee, 3 Atk., 224.

(To give relief in such cases plaintiff must have known of his own knowledge that the *fact* was otherwise than as found by the court.)

Also—

Story's Equity Jurisprudence, 1582, 1541, 1574.

Though the warrants were fraudulent, and though respondents had knowledge of the same (of which, however, there is no evidence), still complainants would not be entitled to the relief here sought, after judgment upon due notice. The county had its day in court and cannot be heard in this proceeding or any other to inquire into the validity of the warrants.

Mason vs. Messenger, 17 Iowa, 261.
Christmas vs. Russell, 5 Wall., 290.
Luckenbuck vs. Anderson, 49 Pa., 123.
Marriot vs. Hampton, 7 Term., 269.
Big. on Estoppel, 118.
Denahar vs. Prentiss, 22 Wis., 311.
Simpson vs. Hart, 3 John, Ch. 91.

Negligence and inattention no excuse; and when these appear equity will not interfere. Not only so, but the party complaining must have been diligent.

Sample vs. Barnes, 14 How., 70.
Duncan vs. Lyon, 3 John, Ch. 356.

Complainants in such cases must have been prompt in asserting their rights. In this case complainant waited *eight years after the recovery of the judgment*—more than *seven* years after *notice* thereof was to be found *on the records of the courts of this very county*—after the judgment, which was in Langdon's name, had passed to Brown (he having paid the debt for which the warrants were pledged), after he (Brown) had re-pledged it; after the county had made two special levies to pay the same—had paid about *one-half* of the original recovery (for there was paid $2,885.61)—had in its treasury collected for this special purpose almost enough to pay two-thirds of the balance—and that, too, without any evidence that we resorted to any means to keep from the county au-

thorities the basis of the judgment, or that they did not know or might not have known, long before, by the exercise of the least diligence, every fact or circumstance within their knowledge at the time of commencing this action. It would be the baldest iniquity to grant relief under such circumstances.

III.

Complainants are estopped, by their own delay, by their knowledge of this judgment, by their recognition of its existence when ordering the special levies to pay the same, by their payments, by the rights of the parties (respondents) in treating the judgment as in all respects good and valid, and making their contracts and parting with their property upon the faith thereof. (Folio 200.) It would be in the face of every rule known to equity to permit complainants to now resist the payment of this judgment. The *conduct* of complainant's agents and officers operates as an estoppel.

Pickard vs. Sears, 6 A. & E., 469.
Lucas vs. Hart, 5 Iowa, 415.
Hall vs. Doran, 13 Ib., 368.
Williams vs. Allison, 33 Ib., 278.

IV.

They are too late under the statute of limitations, which we plead (Fol. 38, 12th Ct., of answer.) The officers certainly knew in January, 1866, of this judgment, for it was then made matter of record in their county. This suit was commenced in July, 1873, more than *seven* years after. In such cases five years is the limitation; (Iowa Rev., § 2740, Cl. 3.) The action, we admit, will not be deemed to have accrued until the discovery of the fraud; (§ 2741.) But ignorance of a right will not excuse, nor will negligence avail them. *But*

they had knowledge, or the means of knowledge, which is the same thing.

Campbell vs. Young, 20 Iowa, 382.
Doyle vs. Reily, 18 Ib., 111.
Farnam vs. Brooks, 9 Pick., 212.
Iowa Rev. of 1860, §§ 4107-8.
Angel on Limitations, § 187.
Bishop vs. Tuttle, 3 Greenl., 405.

GEO. G. WRIGHT,
for Appellants.

Division of Forestry
58

2824 Denver

Supreme Court of the United States.

TALLMADGE E. BROWN,
Appellant.
vs.
THE COUNTY OF BUEÑA VISTA,
Appellee.

Oct. T., 1877.
No. 77.

BRIEF FOR APPELLEE.

Statement.

This is an appeal from the Circuit Court for the District of Iowa. October 25, 1865, one Jarvis E. Langdon obtained judgment against the above-named appellee for $6,259.32. The existence of the judgment was wholly unknown to the county officers until September, 1870, when the attorney for Mr. Langdon, or more properly for the appellant, appeared before the Board of Supervisors and asked for the levy of a tax to pay this and other judgments. Relying upon his statement a levy was made for that purpose. Counsel was employed at a subsequent session of the Board to ascertain the grounds of the judgment. He was however unable to obtain any information in respect to it, and nothing could be found in the office of the clerk until the fall of 1872, when the papers were found by *appellant's* attorney. Upon obtaining these papers counsel for the county advised that proceedings be at once instituted to set aside the judgment, and this suit was thereupon brought. The county in the meantime under the advice of counsel that in view of the loss

of the papers and that there were no persons in the county who knew anything in respect to it—the officers implicated in the transactions out of which it arose having absconded about the time the judgment was obtained, taking the books of the county with them—had paid upon the judgment $2,885.00.

Upon obtaining the papers it was ascertained that the bulk of the judgment ($4,000, subsequently ascertained to be $5,000) was based upon certain pretended county warrants issued by by the clerk of the board of supervisors without the knowledge of one of the two members of which the board consisted, and upon a direct bargain and sale with the clerk, treasurer, and the other member of the board, who as one of them expresses it upon the *price* being reduced "barked off" and immediately left the country. The other member swears that he had no knowledge of the matter until the bringing of this suit. Rec., pp. 18, 19, 26.

There were five warrants of $1,000 each *under the seal of the clerk of the district court.* At the time they were issued there were not to exceed fifteen or eighteen voters in the county and its affairs were taken possession of by a ring of which three brothers-in-law—Jamison whose name appears to the warrants as clerk, Moore as payee, and Lee as treasurer—were the principle *offenders.* They all left the county between the time of issuing the warrants and that of obtaining judgment—Jamison and Moore immediately after the former had accepted service of the summons.

The history of the warrants and the suit briefly told is this — I make no note of the small warrants as the amount paid is more than six times any sum due upon them—

1. Brown, the present and only appellant then and now living at Des Moines, sent a man by the name of Wagner into the northwestern counties of Iowa, as he says, to *buy* warrants, but he should have said to *get* them. Rec., p. 40.

2. This man went to the county of Buena Vista—Mr. B. well-knowing who had possession of its offices and how they were using them—see his testimony Rec, p. 40,—and made a direct bargain without any form of concealment with Jamison, Moore, Lee, and one of the supervisors—the latter repented, at least *retreated*, before its consummation, to issue $40,000 in warrants for which he was to pay them $8,000.

The warrants, or at least five of them, soon found their way by a little circuity—having as he said first passed through his partner's hands—into Mr. B's possession.

Preparatory to bringing suit he says he assigned them to his wife's uncle living in New York, but no assignment was produced. He delivered them to his own lawyer, his then for former law partner, by whom suit was immediately commenced. The court directed the original summons and petition to be certified and they are now here.

Upon the back of the summons in the hand-writing of the attorney is an unexecuted appointment of *Wagner* to serve it.

The Marshal having failed to appoint Mr. Wagner *Jamison accepted* service Sep. 6, 1865, and a month after absconded. Wagner's whereabouts have not been ascertained, upon that service judgment was entered by default.

Every person filling the office of supervisor from that time until the commencement of this suit was examined as a witness beginning with Mr. Torkelson, Rec., p. 18, who swears he was a member of the board both at the time the warrants purport to have been issued and the judgment obtained, and all swear that they never heard of the suit or judgment until Mr. Joy came before them five years after it was rendered, September 5, 1870. Rec., p. 34 fol. 153.

Shortly after the judgment was obtained in the name of Langdon it was assigned to Brown. But four of the $1,000 warrants were in the clerk's office; the fifth, No. 86, was subsequently ascertained to be held uncancelled by a man in

Vermont. It appeared to have been included by the clerk in his assessment and that amount was necessary to make the judgment. Upon the trial it appeared as plainly as anything can be shown by circumstances that the pretended transfer was simply a means of getting into the federal court: that the warrants were never out of Brown's possession and it was left more than doubtful whether any assignment had ever been executed.

It is submitted:

1. That the appeal should be dismissed as Brown alone appeals and there has been no severance. See appeal bond Rec., p. 53.

2. That the five one thousand dollar warrants were void upon their face being defective for the want of a seal. ***Smeltzer vs. White, 2 Otto, 390.***

3. That no action can be maintained upon an instrument begotten by bribery upon the body of corruption.

4. That there is no such thing as an innocent holder of void paper, and if their were, Mr. Brown's innocence is not of a kind which courts of equity are in the habit or protecting.

5. The appointment of Wagner, with the admonition not to go to Buena Vista county—"They are all scoundrels there" Brown's testimony—the fact that he went directly there, and did just what might have been expected where both parties were scoundrels, the delivery of the warrants to Allen—if they were so delivered—the delivery of them by him to Brown and no questions asked, the pretended assignment to the New York uncle, the attempt to procure the appointment of Wagner to serve the summons, the acceptance of service by Jamison, the five years silence that followed—just long enough for the bar of the statute if the fraud had then been known—the assignment of the judgment to Brown, the withdrawal—or in some other way—of one of the warrants and again putting it into circulation, all prove if circumstances can prove anything, that Mr. Brown was "the Des

Moines correspondent" of the men whom he is now willing to advertise as criminals and as "running the county for their own private ends"—Rec p 41. Whatever complaint others may make he certainly has got his share of the profits.

Reply to Appellant's Brief.

1. *No Evidence.*

If counsel means by this, simply that we have not proved everything alleged, by eye and ear witnesses, his position a little less positively expressed might possibly have some color of support. But if circumstances are worth anything in following the path of crime and discovering the actors, this case so far fron standing without "a particle of evidence" is proved in every one of its essential particulars "beyond a reasonable doubt".

We discover

1. That Langdon was Brown by an *alias*.

2. That Wagner was Brown's agent and that he and Jamison issued the warrants.

3. That the judgment was obtained through them.

As to what *leaked* out through Brown it was like all other testimony of an interested party under very disagreeable circumstances. Something of the kind was before your Honors in *Crosby vs Buchanan* 23 *Wall.* 454.

Judgment conclusive.

1. No court should ever allow a judgment to be enforced which shows upon *its face* that a recovery had been had without a cause of action.

These warrants were nullities upon their face. Including them in the judgment was an inadvertence of the clerk.

2. Service upon Jamison by Wagner—by one of the parties to the original fraud and he the agent of the plaintiff upon both occasions—upon the other creats, it seems to me, more than a suspicion of fraud.

Estoppel.

By what act of the county has Mr. Brown been misled to his prejudice?

Statute of Limitations.

The existence of the judgment was carefully concealed until it was supposed the statute had run. It is true Brown got Jamsion to enter it in the judgment docket in the name of *James* Langdon, but what officer of the county knew it was there? *All* swear that they never heard of it.

2. There was nothing to be found in the office where the judgment was rendered to show for what it was obtained, and as the petition is now produced here there is nothing upon it to show *when* it got into that office.

3. The action was brought promptly upon the discovery of the fraud.

If there is any doubtful question of law involved in this case, or one which requires the citation of authorities, I have so far misapprehended its merits that any authorities which I might cite would be of no service to your Honors. I have submitted to counsel upon the other side the manuscript opinion of the Supreme Court of Iowa in the Ind. S. D., of R. R. vs Schreimer and others, decided at its last June term and not yet reported, which I shall beg to read as a part of my argument.

GALUSHA PARSONS,
Of Counsel for Appellee.